



# **Duo Condominium Association, Inc.**

## **Resident Handbook**

**Revised:**

**April 2020**



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## **Duo Condominiums Mailing Address**

**425 Chapel Street**  
**Unit # \_\_\_\_\_**  
**Atlanta, GA 30313**

### **Emergency / Important Phone Numbers**

Police	911
Ambulance	911
Hospital	911
Grady Memorial Hospital Emergency	(404) 616-1000
Georgia Poison Center (Grady Health Systems)	(404) 616-9000
Management Services Office Contact see Exhibit "B" .....	
MARTA (Schedule Information)	(404) 848-4711
Atlanta City Post Office-Postmaster's Office	(404) 765-7300
Federal Express	(800) 238-5355



## **Board of Directors**

**Board Mission Statement:** To lead Duo Condominium Association, Inc in excellence while preserving and enhancing the quality of life the owners, inspiring a collaborative environment and maximizing homeowner equity. Always for the better good of the community.

### **Welcome Message**

The Board of Directors of Duo Condominium Association, Inc would like to welcome you to our private condominium community. In an important effort to make your move as smooth as possible, we have put together this handbook to assist you.

The management company and the Board of Directors wish to ensure that your residency at Duo Condominium is truly pleasurable. We welcome you with open arms to our community and encourage you to be an active homeowner.

### **Condominium Association Fee Payment**

**Refer to Exhibit “C”** for information regarding payment of your Condominium Association assessment fee. All fees are due on the first of each month and considered late after the tenth of each month. Please review the Collection Policy (Section 19.0).



## **1.0 Important Rules / Policy / Procedures Overview**

This is not an all-inclusive list of rules, policies, and procedures and many others are covered in the recorded Duo Condominium Declaration and Bylaws. Homeowners are responsible for reading and understanding the Condominium Declaration and Bylaws and, if they have renters, making sure that their renters understand all applicable sections of the Condominium Declaration and Bylaws. The rules, policies, and procedures are an important part to maintaining and improving the quality of life and increasing homeowner equity here at Duo Condominiums. Much of the operating success at Duo Condominiums depends on the members being proactive, not reacting, providing solutions, rather than complaining and following all the rules, policies, and procedures.

### **Rule Making and Enforcement**

#### Authority

The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; copies of all such rules and regulations shall be furnished to all owners and occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the total association vote at an annual or special meeting of the membership. Every owner and occupant shall comply with the Declaration, Bylaws and Rules and Regulations of the association, and any lack of compliance therewith shall entitle the association and, in an appropriate case, one or more aggrieved unit owners, to take action and enforce the terms of the Declaration, Bylaws or Rules and Regulations.

#### Enforcement

The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the owner's unit, and to suspend an owner's right to vote or to use the common elements for violation of any duly imposed requirement under the Declaration, these Bylaws, or any Rules and Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the association or the board to deny ingress and egress to or from a unit. In the event that any occupant of a unit violates the Declaration, Bylaws, or a Rule or Regulation and a fine is imposed, notice of such violation shall be sent to the owner and occupant, and the fine shall first be assessed against such occupant, however, if the fine is not paid by the occupant within the time period set by the board, the unit owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the board to enforce any provision of the Declaration, Bylaws, or any Rule or Regulation shall not be deemed a waiver of the right of the Board to do so thereafter.



#### Purpose

To protect the equity of the individual unit owners at Duo Condominiums, to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of units shall be governed by the restrictions imposed by these Policies.

The Board of Directors may from time to time adopt reasonable rules and regulations in accordance with the terms hereof and as specified in the Bylaws as needed to further carry out the purpose for which the Condominium was formed.

#### Notice.

If any provision of the Declaration or Bylaws or any rule or regulation or policy of the Association is violated, the Board shall send the owner/resident written notice identifying the violation and fine(s) being imposed and advising the owner/resident who has received a violation notice of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the violation or fines.

All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

- A. If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;
- B. If to an Occupant, at the address of the Unit occupied; or
- C. If to the Association or the Board of Directors, at the address noted for the management company in Exhibit 'B'.

Hearing. Anyone who has received written notice of a violation may in writing request a hearing within ten (10) days of the date of the violation notice as provided above. The Board shall schedule and hold in executive session a hearing affording the owner/resident who has received a violation notice a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The hearing will follow the parliamentary procedure of Roberts Rule of Order. The owner/resident will be allowed one additional person to join them at the meeting upon written notification of such person at the time of the request for the hearing

#### Policy Exceptions

All one-time exceptions to this policy must be approved by a majority vote of the Board. All permanent changes to this policy must be approved by a majority vote of the Board



## **2.0 Fire Alarm and Emergency Protection Equipment**

The building is equipped with a sophisticated life safety system composed of a complete wet pipe sprinkler for fire protection, a fire alarm and smoke detection system, and an emergency control station.

Smoke detectors have been installed along all hallways and in elevator lobbies throughout the building. An additional smoke detector is located in each individual home.

If there is smoke or fire in the building, a siren alarm will sound. Please walk to the nearest stairwell to exit the building. **Do Not Use the Elevators.**

### **Fire and Safety Procedures**

1. Automatic sprinkler system protection in every home.
2. Fire Alarm speakers in every home for updates regarding the fire alert.
3. Automatic smoke detectors in every unit. Fire alarm pull-stations at every exit.
4. Emergency exit light.

### **Emergency Stairwell Exits**

There are two emergency stairwell exits in each building at Duo Condominium. Both stairwells descend the entire height of the building and are located on the ends of the building. Please become familiar with all emergency evacuation plans (Refer to the building emergency plan).

### **Tips for Emergency Situations**

1. Do not panic, remain calm.
2. Report fire to the fire department by dialing 911.
3. If your condo is full of smoke, get on hands and knees (or stomach) and crawl to the door.
4. Feel doorknob; if hot, do not open door. If cool, open slowly.
5. If hallway is full of smoke, stay next to wall and crawl to exit.
6. Do not use elevators. Elevators will not operate.
7. Do not prop open doors to exit staircase.
8. Pull fire alarm as you evacuate.

### **If you are Unable to Leave your home**

1. Call for outside help and let someone know where you are. You can do so by dialing 911.
2. Wet sheets, towels or clothing and stuff them in all cracks around doors and vents.
3. Check to see if there is smoke outside the window. If no smoke and if any window can be opened, hang sheets or colored material outside so that is visible by Emergency personnel.
4. Fill bathtub with cold water for firefighting.
5. Using ice bucket or other container, keep doors and walls wet.



6. If your unit is full of smoke, fold a wet towel in a triangle and tie over your nose and mouth. Stay low.
7. Make yourself visible to rescue personnel through any window.
8. Keep fighting the fire until help arrives. Do Not Give Up!

**Please Note:**

If the fire is contained, the alarm will sound on the floor the fire is on, one floor below and one floor above. In the event the entire building needs to be evacuated, the fire chief will announce a complete evacuation using a bull horn.

## **Duo Condominium Emergency Evacuation**

1. Be Prepared
  - A. Please learn the building evacuation plan. Make sure all your family or roommates know where to go if the alarm sounds and practice your escape route together.
  - B. Duo Condominium has a complete sprinkler system located in all units and in all hallways. Smoke detectors have been installed along all hallways and in elevator lobbies throughout the building. An individual smoke detector is in each individual unit.
2. In case of fire
  - A. In the unlikely event that there is smoke or fire in the building, a siren will sound, and an electronic voice will issue a warning from a speaker located in each unit. If you discover a fire, sound the fire alarm at the nearest pull station and call the fire department.
  - B. Stay calm, do not panic.
  - C. Start to evacuate the building by the closest stairwell to your unit. If you encounter smoke or flames, use an alternative escape route. If you must escape through the smoke, crawl low under it. Heat and smoke rise; cleaner air will be 12 to 24 inches above the floor.
  - D. Check doors for heat before you open them. While kneeling or crouching at the door, reach up high and use the back of your hand to touch the door, the doorknob, and the space between the door and the frame. If any of these areas are hot this exit is not likely to be safe.
  - E. Once the alarm starts, the elevators immediately return to the ground level. Never use the elevator during a fire. Go directly to the nearest stairwell that is smoke free. All fire exit stairwells exit to either side of the ground level of the building.
  - F. Once outside of the building, stay out of the way of fire fighters. Tell the fire department if you know of anyone left in the building. Do not go back inside until fire fighters tell you it is safe.





## **Tornados**

In most cases, advance warning in the event of a tornado is not possible. The greatest danger will be flying glass and objects, therefore, attempt to locate where the maximum number of walls are between you and the exterior of the building. For additional information, please refer to the Building emergency plan

## **3.0 Parking**

**3.1 Brief:** This policy outlines parking provisions for Duo residents and will explain criteria for allocating parking space(s) and establish rules for parking on the premises.

**3.2 Purpose:** The purpose of this parking policy is to control parking privileges for the Duo Condominium Association Inc. because of past offenses and recent increases in unregistered/unauthorized vehicles parking on the premises.

### **3.3 Rules:**

- 3.3.1 The speed limit on the premises is 5 mph
- 3.3.2 All vehicles parked on Duo Condominium Association property must have a parking decal, or visitor hang tag, issued by the Association. Any vehicle found on the property without the Duo Condominium decal or hang tag visible on the vehicle's windshield is not permitted to park on the property and will be subject to immediate booting and/or towing
- 3.3.3 The vehicle parking decal must be attached to the lower left-hand side (driver's side) of the windshield only with all text on the decal visible from outside the car. The decal must be attached based on its own adhesive. Vehicles with decals that are not properly attached will be in violation and subject to booting and/or towing.
- 3.3.4 Permitted vehicles may park only in their assigned parking space(s) unless other arrangements are approved by the Association.
- 3.3.5 The Association will issue decals free of charge as a one-time courtesy based on the number of deeded parking spaces per owner. Additional decals can be purchased with your designated parking space number at a cost of \$20.00 per decal. Issuance of additional decals may be limited at the sole discretion of the Board of Directors.
- 3.3.6 The entry call box feature at the vehicle entry gate is disabled. Use of a key fob remote is required for entry through the vehicle entry gate.
- 3.3.7 Owners/Residents who become delinquent on the payment of their assessments, fines or other charges and have their membership rights suspended in accordance with the



collection policy, may temporarily lose their right to park on Duo property. If an owner/resident loses their right to park on Duo property, any vehicle parked in any of their assigned parking spaces may be subject to booting and/or towing, at the sole discretion of the Board of Directors, even if their decal or hang tag is properly attached and displayed.

- 3.3.8 Each Owner will be given visitor parking hang tag(s) for their guests to park on the premises, based on the number of parking spaces deeded to your unit. (i.e. if you have two parking spaces, you will receive (2) visitor hang tags at no charge. If you have one parking space, you will receive (1) visitor hang tag at no charge). Visitors will only be allowed to park in the owner's assigned parking space(s). Additional hang tags can be purchased at a cost of \$25.00 per hang tag but, again, may only be used for its assigned parking space. Board approval must be obtained for additional visitor/guest hang tags. Visitor and/or rental vehicles must always display the visitor hang tag on the rearview mirror of the vehicle while on property.
- 3.3.9 The Visitor hang tags will be the sole property of The Duo Condominiums and must be returned or transferred to the new owner with the sale of the property or the owner will be charged \$25.00 per hang tag that is not transferred from the seller.
- 3.3.10 Permission must be obtained to park in a handicap space. Only vehicles with a valid state-issued handicap hang tag or valid state-issued handicap license plate may park in a handicap space in lieu of their assigned parking space. Residents that use a handicap space are not allowed to use both the handicap space and their assigned space which has been forfeited to obtain permission to park in a handicap space. Interested residents must reach out to a Duo Condominium Association Board member or Property Managing agent for more information on acquiring handicap parking permission.
- 3.3.11 Driveway and curbside areas that are not clearly marked as parking spaces may only be used for loading and unloading, if ingress and egress to the property or any designated parking space is not blocked. Any car left unattended in an area that is not in a designated and authorized parking space for more than 15 minutes, is subject to booting and towing at the expense of the vehicle's owner.
- 3.3.12 Space #90 is for contractor's use only and any unauthorized vehicle is subjected to booting and towing. If you plan to have a contractor working in your unit, arrangements must be made in advance to obtain a temporary contractor pass.
- 3.3.13 Only one motorized passenger vehicles, or two motorcycles, may be parked per designated lined parking space.
- 3.3.14 Only bicycles and folding grocery carts may be stored in the designated area of the parking space or garage.



- 3.3.15 Disabled and stored vehicles are prohibited from being parked on the Duo Condominium property. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Duo Condominium property without being driven for fourteen (14) consecutive days or longer without prior written Board permission.
- 3.3.16 Boats, trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), are prohibited from parking on the Duo Condominium property.
- 3.3.17 Recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Duo Condominiums property. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors 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.
- 3.3.18 If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's parking space, is obstructing the flow of traffic, parked on any grassy area, parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be booted or towed, at the vehicle owner's expense, immediately. If a vehicle is booted or towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage because of the booting/towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to boot/tow.
- 3.3.19 Please note that if there is ever an incident where a vehicle is towed or booted without a valid reason, the immobilization device shall be removed or the car shall be returned to Duo Condominiums, as applicable, at no cost to the vehicle's owner.
- 3.3.20 Owners may rent their parking space(s), but only to another resident of the Duo Condominiums.
- 3.3.21 Property Management agents, Association Officers and Courtesy Officers may enforce all parking violations outlined within this document. If you need assistance with having a vehicle towed out of your assigned parking space or from a spot which impedes



normal ingress or egress from the property, owners can contact our Parking Enforcement Contractor (PEC) (Refer to Exhibit “D” for the PEC contact information).

### **3.4 Liability:**

- 3.4.1 Anyone using the parking decks or lot shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character which may arise by reason of using the parking facilities of the Duo Condominium.

### **3.5 Enforcement:**

#### **3.5.1 Enforcement**

Through contract for services, a PEC will provide the following services:

1. The immobilization of unauthorized, unlawfully, or improperly parked vehicles will be performed by a PEC. All employees of the PEC must be in possession of required permits to immobilize vehicles on private property.
2. Monitoring of the premises by visual surveillance. In order to protect the mutual interest of Duo Condominiums and the PEC, the PEC’s employees may conduct visual and video surveillance thereby providing proof of parking violations and eliminating the possibility of fraudulent claims. The PEC’s employees can patrol the parking area at various times. Vehicles without a decal (or authorized temporary pass) attached will be booted and/or towed

## **4.0 Move In / Move Out Policy**

- 4.1 Purpose:** The purpose of this policy is to protect and preserve the common elements from damages and the wear and tear generated by moving in and out of the condominium thereby maintaining the condition of the property and protecting the equity of the individual Unit Owners at Duo Condominium through the restrictions imposed by this Policy.

### **4.2 Rules:**

- 4.2.1 **Reservations for moving in / out are on a First Come – First Serve basis and must be scheduled with the property management to pad the elevators to protect the walls from damage.**
- 4.2.2 New owners must have their closing statement on file with the management office.
- 4.2.3 Tenants moving in must have an approved lease on file in the management office.



4.2.4 Moving hours are Monday – Saturday from 8:00AM to 5:00PM and Sunday 1:00 PM to 5:00PM. There will be a \$120.00 charge imposed for each 30-minute period exceeding the scheduled time. Move in/out is prohibited during Evenings, or on New Year's Day, Christmas, Easter, Labor Day, Memorial Day or Thanksgiving. Please reserve only the hours you will need thus allowing time for others to use the elevator for move in/move out purposes.

#### **4.3 Moving Fees:**

- 4.3.1 A NON-REFUNDABLE MOVE IN fee of \$250.00 and a NON-REFUNDABLE MOVE OUT fee of \$250.00 is required on all moves.
- 4.3.2 Buyers / Sellers: The Move In / Out fee will be issued on the Condominium Letterhead by the management company to the Closing Attorney and/or Mortgage Company and will be collected on the HUD closing statement from the buyer and seller respectfully.
- 4.3.3 Renters: Both the Move in and Move Out fees will be added to the assessment ledger of the owner at the beginning of each approved lease. Owner must pay \$100.00 per month until the Move in and Move Out fees are paid in full.
- 4.3.4 Dollies and hand trucks are not available on site. You must provide your own.

#### **4.4 Liability:**

- 4.4.1 Duo Condominium is not responsible or liable for power outages or elevator breakdowns or other circumstances that may adversely affect your move.
- 4.4.2 Anyone moving in or out shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind which may arise by reason of moving in or out of the Condominium.

#### **4.5 Fines and Enforcement:**

- 4.5.1 Any infraction by the seller, buyer, owner, tenant, and/or guest of any of these rules may result in \$750.00 fine imposed on each Unit in violation. A notice of the violation will be set forth in a written notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine as described in Section 1.0 procedures.

### **5.0 Insurance**

Every Owner shall always be obligated to obtain and maintain insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Owner fails to obtain insurance as required by this subparagraph, the Association may purchase



such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments.

## 6.0 Use of Residential Units

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning

Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit.

Occupants. The maximum number of occupants in a Unit shall be limited to two (2) people per bedroom in the Unit. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

Pets. A Resident of any Unit may not keep more than two (2) dogs or cats per Unit. (Refer to Section 16.0 Pet Policy for additional information on pets)

## 7.0 Swimming Pool

The Pool area is located at the center of the property in front of the Fitness Center at Building 1. You can access the pool area by using your key fob (if accessing through the Fitness Center) or using a 4-digit code from the pool entrance gate (which is posted at the community bulletin board during open pool season). Pool operation is seasonal and communicated when open/closed to the residents. Hours of operation are posted at the entrance gate and use is prohibited outside of operating hours. No lifeguard is on duty at any time, please practice pool safety, use at your own risk and always accompany guests

## 8.0 Trash Disposal & Recycling

Trash chutes are located on each floor of each building at the end of the hallways. Please use kitchen size garbage bags to dispose of trash. Do not place bags of garbage or any boxes in the hallways.

All boxes must be broken down and placed neatly on the floor in a corner of the trash room and will be taken away. **At no time shall household items, furniture, bedding or any other items be left in the trash room.** If you have items that can be reused please contact [www.furniturebankatlanta.org](http://www.furniturebankatlanta.org) to schedule a pick up. Otherwise you must discard of your items yourself or make arrangements with the cleaning service.



Video surveillance may be used at any time to enforce these rules.

## **9.0 Elevators**

In the event you are in an elevator, which stops between floors, or if the doors do not open, an emergency air phone located in the lower right panel of the elevator should be used to notify emergency services of your situation. The phone, when button is pressed, automatically rings at the city's Emergency Services 24 hours a day. Both management and the elevator contractor will immediately respond and advise you of the nature of the problem. They will summon emergency elevator personnel to assist you.

The elevators are equipped with numerous safety devices, which prohibit them from falling under emergency conditions. Under no circumstances should you attempt to exit a car except through the doors, which have opened level with a floor. Do not try to climb out and jump to a floor below should the doors open between floors. In the event of a power interruption to the building, the elevators will be automatically lowered to the lobby level and the doors will open.

## **10.0 Lock Outs**

In the event of a lock out, please be advised that neither the Management nor Board of Directors are authorized to unlock the door to a resident's home.

## **11.0 Smoking**

Smoking is prohibited in any of the common areas of the building. We appreciate your cooperation in this regard.

## **12.0 Satellite Dishes**

Satellite dishes cannot be mounted to any common element and must be fully inside the vertical plane of the balcony area. Violations will result in fines.

## **13.0 Fitness Center**

The Fitness Center is located on the ground level of Building 1 across from the mailroom and consists of state-of-art cardiovascular equipment and weight machines. You may access the Fitness Center by using your key fob. All facilities provided in the Fitness Club are unattended and are to be used at your own risk.

## **14.0 Maintenance**

Maintenance to individual units is the owner's responsibility.



## 15.0 Grandfather Clause

A grandfather clause is an exception that allows a pre-existing rule to remain as it is despite a change in the rules applied to newer situation or “to grandfather in”. The Condominium Declaration, Bylaws at Duo Condominium do not contain a grandfather clause but states failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. If you are currently in violation to any of the Condominium Declaration, Bylaws, Rules, Regulation, Policy and/or Procedures that govern our community you are hereby required to take the immediate necessary steps to comply.

## 16.0 Pet Policy

**16.1 Purpose:** To maintain a successful pets-welcome policy that allows only responsible pet caregivers to be able to own and enjoy pets at Duo Condominium.

**16.2** The Board of Directors may from time to time adopt reasonable rules and regulations in accordance with the terms hereof and as specified in the Bylaws as needed to further carry out the purpose for which the Condominium was formed.

### 16.3 Rules:

**16.3.1** No Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the Condominium, and no Owner or Resident may keep more than two (2) dogs or cats per unit, provided that the combined maximum weight of such animals shall not exceed one hundred (100) pounds. Notwithstanding the above, a reasonable number of generally recognized household pets, as determined by the Board sole discretion, weighing less than two (2) pounds each may be kept in the unit.

**16.3.2** No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose.

**16.3.3** No potbellied pigs, snakes, Pit Bulldogs, Rottweilers, Doberman Pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time.

**16.3.4** The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Resident, or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet.

**16.3.5** Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

**16.3.6** Upon request from any resident or managing agent personnel the pet caregivers must provide the correct owners' name, pets' name, and unit number for the pet in question.





- 16.3.7 Failure to provide the requested identification information upon request may result in the pet being permanently removed from Duo Condominium.
- 16.3.8 Pets may not be left unattended outdoors.
- 16.3.9 No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval from the Architectural Control Committee (ACC).
- 16.3.10 Dogs must always be kept on a leash and be under the physical control of a responsible person while outdoors, except that dogs need not be leashed within the fenced Limited Common Element patio area when attended by a person.
- 16.3.11 Pets in transit are to be carried, restrained by a leash, or placed in an animal container.
- 16.3.12 Pets are prohibited in the fitness center and pool area.
- 16.3.13 Only pets that can be hand carried are allowed on the elevators and must be hand carried by the owners.
- 16.3.14 Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the designated areas.
- 16.3.15 Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged.
- 16.3.16 Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
- 16.3.17 Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as residents' pets.
- 16.3.18 No pet(s) of guests can stay in the unit for more than 5 days (consecutive or staggered) in anyone-year period without prior written permission of the management.
- 16.3.19 Feeding and caring for managed cat colonies is not acceptable and stray or injured animals shall be reported to the local animal control authority for rescue.
- 16.3.20 No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Nuisance behavior for the purposes of this paragraph are:
  - 16.3.20.1 Pets whose unruly behavior causes personal injury or property damage.
  - 16.3.20.2 Pets that make noise continuously and/or incessantly for a period of ten minutes or intermittently for 2 hour(s) or more to the disturbance of any person at any time of day or night.



16.3.20.3 Pets that relieve themselves on walls or floors of common areas.

16.3.20.4 Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.

16.3.20.5 Pets that are conspicuously unclean or parasite infested.

#### **16.4 Disability Pets**

16.4.1 Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities expect during periods when the elevator is out of service, as may happen on occasion. Every effort will be taken by the Board of Directors to return the elevator to operating condition.

#### **16.5 Liability**

16.5.1 Any Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Duo Condominium property.

#### **16.6 Fines / Removal / Enforcement**

16.6.1 Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance.

16.6.2 If the complaint is not resolved, it must be put in writing, signed, and presented to management.

16.6.3 If the board agrees with such complaint, the pet caregiver will receive written notice of the violation as provided in Section 1.0 procedures.

16.6.4 At the board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.

16.6.5 Violations Fines. 1<sup>st</sup> Offense \$50.00, 2<sup>nd</sup> Offense \$100.00, 3<sup>rd</sup> Offense \$500.00. After the 3<sup>rd</sup> offense, the Board of Directors may require the permanent removal of the pet.

16.6.6 Violators will receive a written notice of the violation and fine. The violator may request a hearing before the Board to challenge such fine under the provisions of Section 1.0. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without



further notice to the violator.

- 16.6.7 Removal. The board of directors may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the housing community and its residents, and/or received three written notices of violations. If so determined, the pet caregiver will have 30 days to remove the pet from the premises.

## **17.0 Access Device Control & Maintenance Policy**

**17.1 Purpose:** To maintain the integrity of the Association's property access system.

17.2 Applies to all homeowners, renters, tenants, employees, and contractors.

### **17.3 Records**

17.3.1 Access Device Agreement.

17.3.2 Access / Security / System Reports

### **17.4 Responsibilities**

17.4.1 Management is responsible for recommending changes and administering this policy.

17.4.2 The Association Board is responsible for approving changes and overseeing the administration of this policy.

### **17.5 Devices**

17.5.1 The maximum number of devices each homeowner or renter is permitted to possess is indicated below. A non-refundable fee will be charged as follows:

17.5.1.1 (3) fobs (not to exceed 4 totals in any combination)

17.5.2 \$55.00 Per Key Fob.

17.5.3 Each device will be issued by Management or Board-authorized designate. A photo ID is required before any device can be issued.

17.5.4 An Access Device Agreement will be signed by anyone who is issued a device. Management or Board-authorized designate is responsible for entering required information into the access device system.



17.5.5 Management will maintain original agreements.

## **17.6 Deactivation**

17.6.1 Devices will be deactivated immediately upon the following:

17.6.1.1 Owner/renter is 45 days past due in Association fees and/or utilities. This will not result in deactivation of access to pedestrian paths of entry.

17.6.1.2 Owner closes on sale of property.

17.6.1.3 Tenant's or Renter's lease expires.

17.6.1.4 Device is turned into Management as lost or is reported lost/stolen.

17.6.1.5 Owner, renter, tenant, employee, contractors, fails to physically verify device is in their possession during an audit.

17.6.1.6 Employee is terminated.

17.6.1.7 Contract is cancelled.

## **17.7 Audit**

17.7.1 An audit of devices, system, and documentation will be conducted at least annually. The Board may determine additional audits are necessary.

17.7.2 Owner, renter, tenant, employee, contractors will be notified in writing 10 business days before an audit commences.

17.7.3 Audits will be conducted over a period of 1 month.

17.7.4 Owner, renter, tenant, employee, contractors must physically present each device of record to Management or Board authorized designate.

17.7.5 Off-site owner's devices will require verification upon first entry to the property following an audit.

17.7.6 Device ID information will be compared to system records. Discrepancies will be reviewed. If discrepancies are the result of clerical error, information will be corrected in the system. If discrepancies cannot be adequately explained the device will be deactivated.

17.7.7 Management will maintain an audit log including a record of any discrepancy that is



found.

## **17.8 System**

17.8.1 Management or Board Authorized designate will maintain the access/security system, including, but not limited to activating devices, deactivating devices and running reports.

17.8.2 Access to system will be limited to these persons.

17.8.3 The system will be backed up on removable media and stored in a fireproof safe.

## **17.9 Liability**

17.9.1 Each Unit Owner shall indemnify and hold harmless the Association and its officers and directors against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Association or its officers or directors in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Association, its officers or directors arising out of or relating to its Access Device Control & Maintenance system, procedures, and/or any purposes thereof.

## **18.0 Leasing Policy**

**18.1 Purpose:** To protect the equity of the individual Unit Owners at Duo Condominium, to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of units shall be governed by the restrictions imposed by this policy,

## **18.2 Definitions:**

18.2.1 Leasing shall mean the regular, exclusive occupancy of a Unit by any person(s) other than the Owner, for which the Owner receives any consideration or benefit including, but not limited to, a fee, service, gratuity or emolument. For purposes hereof, occupancy by a roommate of an Owner Occupant shall not constitute leasing.

18.2.2 Restricted Leasing Status shall subject a Unit to the restrictions on leasing contained in subparagraph (19.3).



### 18.3 Rules:

18.3.1 No Owner of a Unit in Restricted Leasing Status may lease his or her Unit if twenty-five (25%) percent or more of the Units in the Condominium are in Open Leasing Status, except as provided in subparagraph 18.3.2 for cases of undue hardship. Any Owner of a Unit in Restricted Leasing Status may apply in writing to the Board for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board. Upon receipt of such written application, the Unit shall be placed at the end of a waiting list for conversion to Open Leasing Status. At such times as less than twenty-five (25%) percent of the Units are in Open Leasing Status, the Board shall notify the Owner of the Unit at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Unit or it shall automatically revert to Restricted Leasing Status. Any Unit in Open Leasing Status for sale shall automatically be converted to Restricted Leasing Status.

18.3.2 **Undue Hardship:** Notwithstanding the provisions of subparagraph (19.3.1) above, the Board shall be empowered to allow reasonable leasing of a Unit upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to the following situations:

18.3.2.1 A Unit Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so.

18.3.2.2 Where the Owner dies and the Unit is being administered by his or her estate.

18.3.2.3 The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, in which case the Unit Owner must reapply for renewal of the hardship exception at the end of the previously approved term. Those Owners who have complied with this subparagraph, have demonstrated that the inability to lease their Unit would result in undue hardship, and have obtained the requisite written Board approval to lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed



lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. Any transaction which does not comply with this Paragraph shall be voidable at the discretion of the Board.

- 18.3.3 **Notice.** At least seven (7) days prior to entering in to the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement along with a signed agreement to incur the cost of the Move in/Move out fees referred to in Section 4.0. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken to bring the lease into compliance with the Declaration. A yearly fee of \$250.00 must be paid if the unit is rented. This fee will be added to the monthly assessment of the unit on a prorated basis while the unit is rented. This fee will be added to the owner assessment ledger for payment.
- 18.3.4 Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.
- 18.3.5 **Renewal.** All lease renewals must be for a term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.
- 18.3.6 **Lessee.** Each lessee 18 years of age or older that occupies the unit must include their name on the lease agreement and sign the lease agreement.
- 18.3.7 **Photo ID.** Each lessee 18 years of age or older that occupies the unit must attach a copy of a Photo ID with the lease agreement.
- 18.3.8 **Deactivation.** Upon lease expiration the Access Device will be deactivated until the



landlord executes a renewal lease that meets all the leasing provisions under the lease policy. (See Access Device Control & Maintenance Policy – Section 18.0)

- 18.3.9 **Liability for Assessments. Use of Common Elements, and Compliance with Declaration. Bylaws, and Rules and Regulations.** Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

- 18.3.9.1 The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.
- 18.3.9.2 Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.
- 18.3.9.3 The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the





Condominium Common Elements, but not limited to, the use of any and all recreational facilities and other amenities Upon leasing of the Unit, the owner releases their rights and privileges for the use the Condominium Common Elements and the use of any and all recreational facilities and other amenities during the term of the lease.

- 18.3.9.4 Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

**18.3.10 Security Deposit / Move in Or Move Out Fees**

See Move In / Out Policy (Ref. Section 4.0).

**18.3.11 Claiming Roommate to Circumvent Leasing Requirements**

At the Boards discretion, any owner suspected of leasing a unit by claiming that the lessee is a roommate to bypass the leasing policy may, upon written request from the Board or Management, be required to provide proof of current motor vehicle registration, voter registration, employment verification, and/or driver's license to establish their current residence address.

**18.4 Fines & Enforcement**

A \$50.00 per day fine will commence upon the sending of such notice of the violation or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under the provisions of Section 1.0. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.



## LEASING PERMIT FORM

(please print clearly)

Form should be emailed to [duomemberinfo@gmail.com](mailto:duomemberinfo@gmail.com)

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

Owner (s) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Tenant(s): \_\_\_\_\_

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Beginning Date of the Lease \_\_\_\_\_ End Date of the lease \_\_\_\_\_

Is this a Renewal? \_\_\_\_Yes \_\_\_\_No Beginning Date of Lease \_\_\_\_\_ End Date of lease \_\_\_\_\_

Move In/Move Out Fee agreement signed? \_\_\_\_Yes \_\_\_\_No

Date Lease Submitted \_\_\_\_\_ or Attached

Agreement to have \$250 annual Administrative fee prorated and assessed to owner's ledger on a monthly basis paid \_\_\_\_Yes \_\_\_\_No

Signature of Owner(s) \_\_\_\_\_

Name of Board Member \_\_\_\_\_

\_\_\_\_\_  
Board of Directors Representative Authorized Signature

\_\_\_\_\_  
Date



## 19.0 Collection Policy

### 19.1 General Information:

19.1.1 **Your board of directors has an obligation to manage the financial needs of the Duo Community.**

19.1.2 The Duo Condominium Association, of which you are a member, collects regular dues or “general assessments” of predetermined amounts monthly to run the business affairs of the Association. Duo Condominium Association may also have the ability on occasion to collect special or specific assessments of varying amounts as the need arises.

19.1.3 Payment of assessments, Access Device Control & Maintenance Policies are NOT optional and compliance with all Association policies is the sole responsibility of the legal condominium owner of the property. Please be advised that allowing your account to become delinquent may have several consequences per your governing documents and Georgia law.

19.2 General Assessment Due Dates:

- Monthly assessment is due on the 1st of each month
- Monthly assessment is late on the 11th of each month

19.3 **LATE PAYMENTS AND INTEREST:** In accordance with the Declaration, assessments that are not paid within 10 days of the due date shall be considered delinquent and shall be subject to a late fee equal to 10% and bear interest at the lesser of (a) the rate of 10% per annum; or (b) the maximum rate of interest permissible under the laws of the State of Georgia.

19.4 **SUSPENSION OF PRIVILEGES:** The Association may suspend the membership rights of a delinquent Owner, including **the right to vote, the right of enjoyment in and to the Common Element** – including the right to bring or park vehicles on the Common Element and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. The Association may suspend or terminate issued rental permits of delinquent Owners.

### 19.5 ESCALATION OF DELINQUENT ACCOUNTS:

#### 19.5.1 DAY 15 - REMINDER NOTICE:

If a homeowner has not paid their assessment, fines or other charges, or any part thereof, 15 days after the charge becomes due and payable, the Association’s



managing agent will send the owner a reminder notice requesting immediate payment of the unpaid assessments, late charges and interest. The managing agent will also inform the owner that the Board may accelerate and declare immediately due all of the Owner's unpaid installments of the annual assessment and of any special assessment without further notice.

**19.5.2 DAY 30 - SECOND REMINDER:**

If a homeowner has not paid their assessment, fines or other charges, or any part thereof, 30 days after the charge becomes due and payable, the Association's managing agent will send the homeowner a final notification that the account will be transferred to a collection agency if payment is not received within 15 days. The Association may suspend the membership rights of a delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Element, including the right to bring or park vehicles on the Common Element and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Notification of suspension of privileges will occur in conjunction with the second reminder of delinquent accounts, Owner's will have 10 days before privileges are suspended officially.

**19.5.3 DAY 45 - THIRD REMINDER:**

If a homeowner has not paid their assessment, fines or other charges, or any part thereof, 45 days after the charge becomes due and payable, the Association's managing agent will transfer the account to a collection agency and will send the homeowner a final notification that the account has been transferred to a collection agency.

**19.5.4 DAY 46 – TURN OVER TO THE ATTORNEY:**

The Association's managing agent can forward the delinquent owner's account to the Association's attorney for collection actions.

When the Association's attorney receives an owner's account, the attorney will take the following collection actions:

- Review online title records to verify ownership.
- Send collection demand letter to the delinquent owner, giving the delinquent owner 30 days to pay or contest the debt.
- The Association will be advised regarding **the placement of a lien** on the property to secure the debt and protect the Association's interests.
  - Per the Condominium Association Act, the Association is granted an automatic lien on all properties and the sale of the property will be prohibited unless all debts to the Association are satisfied at or before closing.



**19.5.5 DAY 180 – SUIT RECOMMENDATIONS:**

If payment is not received through the process identified above; the attorney will review the file and recommend to the Board whether to pursue legal action and/or foreclosure. Upon Board approval, the attorney will file the appropriate lawsuit.

**19.6 ADDITIONAL INFORMATION:**

**19.6.1 UTILITY SUSPENSION:** Once a judgment in the amount of \$750.00 or more, in addition to all other rights provided, the association has the right to suspend water and other utility services to the unit paid for as a common expense by the association. Any costs incurred by the association in discontinuing and/or reconnecting any utility service, including reasonable attorneys' fees, shall be an assessment against the unit.

**19.6.2 RETURNED CHECKS:** If any Owner pays any assessment with a check on an account that has insufficient funds ("NSF"), the Board may, in its sole discretion, demand that all future payments be made by certified check or money order along with imposing a reasonable processing charge.

**19.6.3 HARDSHIP CLAIMS:** If you are experiencing a hardship and are unable to make a complete payment, please contact the management community association manager immediately to discuss your situation within 15 days of receipt of the reminder letter to avoid possible legal action and incurring additional interest charges. If no attempt is made to contact the property management company, the Association will have no choice but to pursue collections procedures as outlined in this collection policy.

**19.6.4 HIERARCHY OF PAYMENTS:** Please be advised that any payment received by the Association shall be applied first to any attorney's fees and other costs of collection, then to any interest accrued on the late installment, then to any administrative late fee, and finally to the delinquent assessment.



**Exhibit 'A'**  
**COLLECTION POLICY RESOLUTION**

**[Intentionally left blank]**  
**Amendment will be added when approved**



## **Exhibit “B”**

### **Management Contact Information**



Office Phone: 844-9-Ardent (844-927-3368)

Office Address: PO BOX 28100  
Sandy Springs, GA 30358

Office Fax: (404) 969-4698

Email:  
**DuoCondos@MyArdent.com**



## Exhibit “C”



## How to Pay Your HOA Dues

### **Your Bank’s Online Bill Pay**

### **SMART CHOICE!**

- ☐ Set up your community association as a payee with your bank’s online banking bill pay.
- ☐ Please complete your bill pay setup exactly as follows:
  - ☐ Payee: Duo Condominium Association
  - ☐ Address 1: c/o Ardent Residential
  - ☐ Address 2: P O Box 28100
  - ☐ City: Sandy Springs State: GA Zip: 30358
  - ☐ Account number/reference number: Use your account number shown on the billing statement.





## Available Payment Options

Payment Option	How It Works	Cost
<b>Automated Clearing House (ACH)</b> aka <b>Auto-Draft</b>	<p>Save time and money by pre-setting electronic funds transfers. You dictate your processing date, and funds safely transfer directly from bank to bank.</p> <p>✓ Complete the one-time set up by filling out the ACH Electronic Authorization Form located at: <a href="http://www.MyArdent.com">www.MyArdent.com</a>.</p>	<b>Free</b>
<b>e-Check</b> <b>*Preferred</b> <b>**Most Used</b>	<p>Make a payment directly from your bank checking account without sending a check.</p> <p>✓ Visit our online payment site to make payments via e-Check: <a href="http://www.MyArdent.com">www.MyArdent.com</a></p>	<p><b>Free</b></p> <p><i>*Rates subject to change.</i></p>
<b>Credit Card</b> <b>(Visa®, Discover®, MasterCard®)</b>	<p>Make a payment online using your credit card.</p> <p>✓ Transactions of up to \$3,000 will be accommodated.</p> <p>✓ Visit our online payment site to make payments via credit card: <a href="http://www.MyArdent.com">www.MyArdent.com</a></p>	<p><b>\$3.95 - \$14.95</b></p> <p><i>*convenience fees range depending on type of card; rates subject to change</i></p>
<b>Online Bill Pay To Bank Lockbox</b>	<p>Schedule a payment using your bank's online bill pay web site.</p> <p>✓ Ensure that your Account # is accurate in the payment profile and that the association name and payment address are exactly as they appear below:</p> <p style="text-align: center;"><b>Duo Condos</b> <b>PO BOX 28100</b> <b>Sandy Springs, GA 30358</b></p>	<p><b>Free</b></p> <p><i>*Late fees may apply if delays occur because of inaccurate account number, resident ID or payment address; or processing delays with the United States Postal Service (USPS).</i></p>



**Exhibit "D"**  
**Parking Enforcement Contact Information**

**Empire Parking Services**



Office Phone:

(404) 968-2369

Office Address:

3400 Peachtree Rd NE, #800  
Atlanta, GA 30326