

RULES AND REGULATIONS OF  
THE COLUMBIA SQUARE CONDOMINIUM

1. All such residences shall be of new construction joined together by common foundations. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other outbuilding shall be used as a residence on any portion of the property at any time either temporarily or permanently.

2. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective owners in their respective residences provide that they are not kept, bred or maintained for any commerical purpose and do not endanger the health or, in the sole discretion of the Association's Board of Directors, unreasonably disturb the owner of any residence or any resident thereof.

3. Signs and Business Activities. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the owner of any residence or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the property.

4. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

5. Patios and Other Common Area. Except in the individual patio adjacent to a residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the owners of residences are hereby prohibited and restricted from using any of said property outside of their respective residences and the patios appurtenant thereto, except as may be allowed by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in the development and is necessary for the protection of said owners.

6. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year shall be set by resolution of the Board of Directors. In the absence of a resolution by the Board, the fiscal year shall run from January 1 of each year until December 31 of that year.

Section 6. Report of Financial Condition. At each annual meeting the Board shall report to the members concerning the financial condition of the association.

Section 7. Conflicts. In the event of conflicts between the Act, the Declaration and these By-Laws, the Act and the Declaration shall control in that order.

Section 8. Condemnation. In the event of a taking by condemnation or by eminent domain, the provisions of Section 6 of the Act shall prevail and govern.

Section 9. Amendment. These By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding two-thirds (2/3) of the total vote of the Association. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is recorded in the Records of DeKalb County, Georgia.

Section 10. Books and Records. All members of the Association shall, upon written request, be entitled to inspect all books and records of the Association during normal business hours at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such books and records.

CONSENT OF OWNER

The undersigned owner of a unit at Columbia Square Condominium hereby consents to and votes in favor of the Amended and Restated Declaration of Condominium for Columbia Square Condominium and the By-Laws attached thereto.

This \_\_\_\_\_ day of \_\_\_\_\_, 1980.

Signed, sealed and  
delivered in the  
presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NOTARY PUBLIC

Unit No. \_\_\_\_\_

Please Print Name:

\_\_\_\_\_

## EXHIBIT "B"

<u>Residence No.</u>	<u>Percentage Interest</u>
1	1.4285
2	1.4285
3	1.4285
4	1.4285
5	1.4285
6	1.4285
7	1.4285
8	1.4285
9	1.4285
10	1.4285
11	1.4285
12	1.4285
13	1.4285
14	1.4285
15	1.4285
16	1.4285
17	1.4285
18	1.4285
19	1.4285
20	1.4285
21	1.4286
22	1.4286
23	1.4286
24	1.4286
25	1.4286
26	1.4286
27	1.4286
28	1.4286
29	1.4286
30	1.4286
31	1.4286
32	1.4286
33	1.4286
34	1.4286
35	1.4286
36	1.4286
37	1.4286
38	1.4286
39	1.4286
40	1.4286
41	1.4286
42	1.4286
43	1.4286
44	1.4286
45	1.4286
46	1.4286

<u>Residence No.</u>	<u>Percentage Interest</u>
47	1.4286
48	1.4286
49	1.4286
50	1.4286
51	1.4286
52	1.4286
53	1.4286
54	1.4286
55	1.4286
56	1.4286
57	1.4286
58	1.4286
59	1.4286
60	1.4286
61	1.4286
62	1.4286
63	1.4286
64	1.4286
65	1.4286
66	1.4286
67	1.4286
68	1.4286
69	1.4286
70	1.4286

EXHIBIT "C"

\_\_\_\_\_, 19\_\_\_\_

President  
Columbia Square Condominium Association, Inc.

\_\_\_\_\_  
Decatur, Georgia

ATTENTION: Board of Directors

Gentlemen:

You are hereby notified of my intention to sell (lease) my  
Columbia Square Condominium No. \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_, who is further identified in the Attachment  
hereto. This notice is given to conform to Paragraph 13 of the  
Declaration of Condominium for Columbia Square.

For your information, \_\_\_\_\_ has  
been given a full opportunity to read and familiarize himself  
(herself) with the terms and provisions of the Declaration and  
has agreed as a condition of purchase (lease) to be bound by  
same and to assume the responsibilities and enjoy the benefits  
of ownership or tenancy at Columbia Square, as the case may  
be.

Very truly yours,

\_\_\_\_\_

NOTICE OF INTENTION TO SELL (LEASE)  
COLUMBIA SQUARE CONDOMINIUM UNIT NO. \_\_\_\_\_

PURCHASER OR LESSEE

NAME \_\_\_\_\_

PRESENT ADDRESS \_\_\_\_\_

HOW LONG? \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_

MARITAL STATUS \_\_\_\_\_

NAMES AND AGES OF CHILDREN  
WHO WILL RESIDE WITH YOU: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAMES & RELATIONSHIP OF OTHER OCCUPANTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IF LEASE, WHAT WILL ADDRESS OF NONRESIDENT OWNER BE? \_\_\_\_\_

\_\_\_\_\_

IF SALE, NAME AND ADDRESS OF MORTGAGEE? \_\_\_\_\_

\_\_\_\_\_



COLUMBIA SQUARE CONDOMINIUM ASSOCIATION, INC.  
1988 Budget

	1987 ANNUAL	1988 ANNUAL	1988 MONTHLY	1988 MONTHLY PER UNIT	MONTHLY VARIANCE
EXPENSES					
Legal/Accounting	2,600.00	2,600.00	216.67	3.10	0.00
Misc. Administr.	425.00	425.00	35.42	0.51	0.00
Clubhouse	280.00	280.00	23.33	0.33	0.00
Utility/Gas (for Clubhouse)	700.00	700.00	58.33	0.83	0.00
Utility/Electricity	4,500.00	5,800.00	483.33	6.90	1.55
Utility/Water-Sewer	9,000.00	10,000.00	833.33	11.90	1.19
Grounds - Enhancements	3,600.00	3,600.00	300.00	4.29	0.00
Grounds - Contract	17,340.00	17,340.00	1,445.00	20.64	0.00
Swimming Pool	2,400.00	2,400.00	200.00	2.86	0.00
Plumbing	600.00	600.00	50.00	0.71	0.00
Roof Repairs	1,000.00	1,000.00	83.33	1.19	0.00
Termite Bond	360.00	360.00	30.00	0.43	0.00
Pest Control	540.00	540.00	45.00	0.64	0.00
Misc. Maint. Repairs	7,500.00	8,000.00	666.67	9.52	0.60
Management Fee	7,560.00	7,560.00	630.00	9.00	0.00
Insurance	12,500.00	10,000.00	833.33	11.90	-2.98
Total Operating Expenses	70,905.00	71,205.00	5,933.75	84.77	0.36
Reserves	17,355.00	20,355.00	1,696.25	24.23	3.57
TOTAL EXPENSES	88,260.00	91,560.00	7,630.00	109.00	3.93

COLUMBIA SQUARE CONDOMINIUM ASSOCIATION, INC.

Explanation of Budget Items  
1988 Budget

Legal/Accounting	Legal retainer fee is \$65.00 per month, miscellaneous legal services for liens, collections and suits. Preparation of annual tax returns.
Misc. Administrative	Cost of printing, collating special notices and bulletins to owners, certified mail, CAI dues, etc.
Clubhouse	Clubhouse, cleaning, supplies, and minor improvements.
Utility/Gas	Based on actual cost year-to-date.
Utility/Electric	Security lights, clubhouse, pool and miscellaneous. Projection based on actual 1986 cost-to-date, plus allowance for Georgia Power Company increase.
Utility/Water-Sewer	Projection based on 1986 actual expense plus allowance for increase cost or consumption.
Grounds - Enhancement	Based on anticipated improvement needs.
Grounds - Contract	Grounds keeping services. Projected 1988 contract.
Swimming Pool	Projection based on actual 1987 expenses for pool services and chemicals. General maintenance and repair.
Plumbing	Projection reflects anticipated requirements for cleaning clogged sewer lines and repairs to common area plumbing.
Roof Repairs	Based on actual cost year-to-date and anticipated cost for roof repairs in 1988.
Termite Bond	Termite Bonds for all buildings.
Misc. Maint. Repairs	Projected cost of repairs for building, fence, etc., including materials.

CONSENT OF OWNERS

The undersigned, all being members of the Columbia Square Condominium Association, Inc., and owners of units in the Columbia Square Condominium, hereby acknowledge their consent to the foregoing Amended and Restated Declaration of Condominium for Columbia Square Condominium for the purpose of submitting the Condominium and Property to the Georgia Condominium Act, and other purposes as set forth in such Amended and Restated Declaration, such consent being given in writing before the undersigned witnesses and notary publics.

Signed, sealed and delivered  
on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1980, in the  
presence of:

NAME: \_\_\_\_\_

(Print): \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
ADDRESS

Signed, sealed and delivered  
on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1980, in the  
presence of:

NAME: \_\_\_\_\_

(Print): \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
ADDRESS

Signed, sealed and delivered  
on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1980, in the  
presence of:

NAME: \_\_\_\_\_

(Print): \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
ADDRESS

Signed, sealed and delivered  
on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1980, in the  
presence of:

NAME: \_\_\_\_\_

(Print): \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
ADDRESS

Signed, sealed and delivered  
on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1980, in the  
presence of:

NAME: \_\_\_\_\_

(Print): \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
ADDRESS

Signed, sealed and delivered  
on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1980, in the  
presence of:

NAME: \_\_\_\_\_

(Print): \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
ADDRESS

REASON/PURPOSE:

SPECIFICATIONS: All specifications must meet similar qualities, colors, types, designs so as to maintain architectural and visual harmony presently existing at Columbia Square. (Attach specifications if more space is needed.)

Submit a copy of this application to each of the nine Board of Director members and three Architectural Standards Committee members. Call Columbia Square's management company for their names and addresses.

\_\_\_\_\_  
Applicant's Signature

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

COLUMBIA SQUARE CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations

October 18, 1985

I. Payment of Assessments

1. Assessments are due on the first day of the month for which they apply. Payments not received at the offices of the management company by the close of the business day on the 15th of that month are late, and a \$10.00 late fee will be charged to the account. On the 16th day of the month, the management company will send a letter to the owner stating that the late fee has been imposed.

2. If payment has not been received by the 15th day of the month after the month in which the assessment applies, the management company will turn the account over to our attorneys for collection. At this time the attorneys will send a warning letter to the owner. If another month passes without payment, the attorneys will send a second letter to the owner, notifying the owner of our intent to file suit. This letter will also notify the owner that the Association will accelerate the account; that is, require immediate payment of the entire unpaid balance of the annual assessment (all remaining months of the year).

3. If another month passes without payment, the attorneys will file the suit to collect the unpaid amount, late charges, the accelerated amount, and attorney's fees. In addition to the \$10.00 late fee, unpaid balances will be charged interest at the rate of 8% per year.

4. Recreation privileges are denied to any owner (and tenants, if any) of a unit which is more than \$162.00 in arrears in assessments due the Association. The Board may restore recreational privileges to owners who work out a satisfactory payment schedule for overdue assessments.

II. Grounds

1. Trash Collection. Trash containers may not be placed outside prior to 5:00 P.M. on the day before collection. Trash must be placed in sealed plastic bags or in a can with a lid; paper sacks

and uncovered containers are not acceptable. After collection, containers must be returned to the unit or fence areas by 10:00 P.M. Trash containers may not be stored in front of units. When being placed out for pickup, containers should be put on pavement, not on the grass.

2. Carport Storage. The carport shall not be used for the storage of trash, building supplies, or equipment. Items may not be stored on top of the fences or on top of the trash can enclosures.

3. Parking. Motor vehicle parking is prohibited on Columbia Trace and on the portion of Cobbs Ferry Drive between Columbia Trace and Unit 3491. Parking on grass or other unpaved areas is prohibited. Vehicles may not be parked so as to block access to driveways or the carports of other units. Improperly parked vehicles are subject to towing without notice by North DeKalb Wrecker Service.

4. Inoperative Vehicles. All motor vehicles parked in the condominium must be operative and have current license tags. Motor vehicle maintenance of a minor nature (not to exceed two days duration) may be performed in the carport, provided that tools and equipment are not kept in the carport except when work is actually being done.

5. Oversize Vehicles. Vehicles in excess of 18.5 feet in length or too tall to fit under the carport, are oversized and may not be parked in the carport area or on the property of Columbia Square Condominiums. This includes cars, trucks, boats, and campers, etc.

6. Common Area. No planting, gardening, or other landscape changes may be done in the common area without the permission of the Board. If residents are found to be damaging trees, bushes, or other planting in the common area, the cost of repairing such damage will be charged to the owner of the unit where the resident lives.

### III. Architectural Control See Attached form.

1. Exterior Changes. The owners and residents may not make any changes to the exterior of the units without the approval of the Board.

2. Gates. Patio gates must be approved by the Board. They must be wrought iron (or other metal) painted black or wood painted the same color as the fence.

3. Storm Windows. Storm windows installed on the exterior must be approved by the Board. They must be painted black or to match the building color.

4. Screen Doors. Exterior screen doors/storm doors must be approved by the Board. They must be painted black or to match the building color.

5. Attic Fans. Attic fans must be approved by the Board. When installed, they must not be visible from the front of the building.

6. Plastic Over Windows. Plastic may not be placed over the outside of windows; plastic may be placed on the inside of windows.

7. Violations. For a violation of architectural control rules or for failure to maintain a unit (such that the unit detracts from the appearance and value of the condominium), the Board may, after a 15 day notice, impose a fine not to exceed \$10.00 per day for each day that the violation, or failure to maintain continues. The amount of the fine will be added to the assessment for that unit.

8. House Numbers. Residents may paint the existing front house numbers white in order to make them more visible from the street. Residents may install house numbers in the carport area; these may not exceed 5 inches in height and must be brass, black or white.

#### IV. Clubhouse

1. Clubhouse Reservations. Owners and tenants whose recreation privileges have not been denied (see I.4 above) may reserve the Clubhouse for parties or other functions. The Clubhouse is not available on the evening of the fourth Tuesday of each month, since this is when Board Meetings are held. Reservations must be made with the Chairperson of the Board's Clubhouse Committee; no one else has the authority to guarantee use of the Clubhouse.

2. Clubhouse Keys and Rental. A \$50.00 cash deposit is required when a clubhouse key is obtained and a non-refundable charge of \$25.00 for use of the clubhouse. This is to guarantee return of the key and that the user will clean up the clubhouse after use. The



deposit will be returned after the clubhouse has been cleaned (and all trash has been put in proper containers) and the key is given back to a member of the clubhouse committee. If the clubhouse activity has resulted in there being trash, then the user is responsible for moving the clubhouse trash to the curb on Columbia Trace for the next trash pickup day following the activity and for returning the trash cans to their storage area after pickup.

3. Clubhouse Parking. Parking for activities at the clubhouse is restricted to the clubhouse parking area. No user of the clubhouse may invite more guests than can be accommodated by the clubhouse parking area. No more than 75 persons are permitted at a social function.

4. Pool Access. Persons attending a party at the clubhouse may use the swimming pool during swimming season. A clubhouse activity does not, however, have exclusive use of the pool; other residents of the condominium may use the pool while a clubhouse activity is in progress.

5. Noise. Users of the clubhouse may not make noise loud enough to be disturbing to the residents of the condominium. Electronically amplified music may not be played outside of the clubhouse.

6. Violations. The Board may suspend the clubhouse privileges of any person who violates the clubhouse rules for a period of up to one year.

#### V. Swimming Pool

1. Children. Children under 14 years of age may not swim unless accompanied by a person over 14 years of age.

2. Guests. Guests may swim if accompanied by a resident. There is a limit of six guests per unit. If it is desired to have more than six, the resident should apply to the chairperson of the Clubhouse Committee for permission.

3. Glass. No glass containers are permitted in the pool area.

4. Hours. Regular pool hours are 9 A.M. to 10 P.M. Swimming after 10 P.M. is permitted, provided the activity does not disturb condominium residents.

5. Pets. Pets are not permitted in the pool area.

6. Vehicles. No bicycles or vehicles of any kind are permitted in the pool area.

VI. Other

1. Pets. Residents may have dogs, cats, or other household pets. No pet or animals may be kept for any commercial purpose. Pets must not endanger the health of any resident. Pets must not, as determined solely by the Board of Directors, unreasonably disturb any resident of the condominium. Pets (dogs and cats) must be on leashes when outside of the unit and cannot be tied up in carports or common areas.

2. Signs. No signs shall be placed on the exterior of any building or on the common area, except by the Condominium Association.

3. Business Activities. The units are restricted exclusively to residential use, and no business may be conducted upon the condominium property. This rule does not preclude the conduct within the unit of office/clerical type of work for a business established elsewhere. Residents may entertain business customers in the units, but may not conduct business activity with customers in the condominium.

4. Rentals. Owners who rent their condominium units must notify the management company of the names of the renters. The minimum lease is one year. Units may be rented only in their entirety. Unit owners must inform renters of the rules and regulations and of the applicable provisions of the Condominium Declaration and By-Laws. A lease must be supplied to the Association management.

5. Renter - Communications. Except in case of emergency, renters should communicate requests for Association services through their owner.

6. Light Bulbs. All lights bulbs used in front, rear and carport light fixtures must be white or yellow only. Light bulb replacement in these fixtures are the Homeowner's responsibility.

TO: COLUMBIA SQUARE

OWNER: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE(S): Home \_\_\_\_\_ Office \_\_\_\_\_

ARCHITECTURAL STANDARDS

A P P L I C A T I O N  
COLUMBIA SQUARE CONDOMINIUM ASSOCIATION

Each homeowner should be familiar with Columbia Square's Architectural Standards before making requests. Enclosed as part of this request form are the Standards as written in our rules and regulations and made part of the By-laws. Exterior alterations and additions previously approved by the Committee and Board are used as standards for future requests. Only owners may make applications.

MAINTENANCE WARRANTY: All maintenance of an approved alteration or addition will be the burden of the owner and all future owners. Maintenance that is normally the responsibility of the Association, but is caused by the alteration or addition, will be the burden of the owner and all future owners.

DATE: \_\_\_\_\_

WARRANTY ACCEPTANCE: \_\_\_\_\_  
Signature of Owner

DESCRIPTION: In addition to this written description, attach a drawing or sketch. Enclose photographs and/or literature if useful in your description.

# **COLUMBIA SQUARE CONDOMINIUM ASSOCIATION, INC.**

## **RULES AND REGULATIONS**

**Revised August 1996**

### ***I. PAYMENT OF ASSESSMENTS***

1. Assessments are due on the first day of the month for which they apply. Payments not received at the offices of the management company by the close of the business day on the 15th of that month are late, and a \$10.00 late fee will be charged to the account. On the 16th day of the month, the management company will send a letter to the owner stating that the late fee has been imposed.
2. If payment has not been received by the 15th day of the month after the month in which the assessment applies, the management company will turn the account over to our attorneys for collection. At this time the attorneys will send a warning letter to the owner. If another month passes without payment, the attorneys will send a second letter to the owner, notifying the owner of our intent to file will accelerate the account; that is, require immediately payment of the entire unpaid balance of the annual assessment (all remaining months of the year).
3. If another month passes without payment, the attorneys will file the suit to collect the unpaid amount, late charges, the accelerated amount, and attorney's fees. In addition to the \$10.00 late fee, unpaid balances will be charged interest at the rate of 8% per year.
4. Recreation privileges are denied to any owner (and tenants, if any) of a unit which is more than two (2) months in arrears in assessments due the Association. The Board may restore recreational privileges to owners who work out a satisfactory payment schedule for overdue assessments.

### ***II. GROUNDS***

1. **Trash Collection.** All trash or garbage should be stored in a covered container and placed in the designated storage area until pick up time. No trash should be stored in the patio area or any objects that may cause infestation of rats and other vermins. Trash containers may not be placed outside prior to 7:00p.m. on the day before collection. Trash must be place in sealed plastic garbage/trash bags or in a can with a lid; paper sacks and uncovered containers are not acceptable. After collection, containers must be returned to the unit or fence areas by 10:00p.m. Trash containers may not be stored in front of units. When being placed out for pickup, containers should be put on pavement, not on the grass. Garbage for Building One should be placed at the east end of the building at the designated area near the light post. If garbage cans are not removed by noon the next day, a fine will levied. There will be a warning for the first offense. Thereafter a fine of \$5.00 will be assessed per day.

2. **Carport Storage.** The carport shall not be used for the storage of trash, building supplies, or equipment. Items may not be stored on top of the fences or on top of the trash can enclosures. A letter will be sent to notify the offender. After 10 days if the rubbish has not been removed, a fine of \$15.00 will be assessed. After 10 more days the Association will clean up the rubbish and the Owner will be charged additionally for the removal. All vehicle must have a current registration and must be operative. A notification will be placed on the vehicle as a reminder. If the car is considered junked then the car will be towed. If on the grounds, the police will be called and procedures will be followed.
3. **Oversize Vehicles.** Vehicles in excess of 18.5 feet in length or too tall to fit under the carport or oversized may not be parked in the carport area or on the property of Columbia Square Condominiums. This includes cars, trucks, boats, and campers.
4. **Inoperative Vehicles.** All motor vehicles parked in the condominium must be operative and have current license tags. Motor vehicle maintenance of a minor nature (not to exceed two days duration) may be performed in the carport, provided that tools and equipment are not kept in the carport except when work is actually being done.
5. **Parking.** Motor vehicle parking is prohibited on Columbia Trace and on the portion of Cobbs Ferry Drive between Columbia Trace and Unit 3491. Parking on grass or other unpaved areas is prohibited. Vehicles may not be parked so as to block access to driveways or the carports of other units. Improperly parked vehicles are subject to being towed without notice.
6. **Common Area.** No planting, gardening, or other landscape changes may be done in the common area without the permissions of the Board. If residents are found to be damaging trees, bushes, or other planting in the common area, the cost of repairing such damage will be charged to the owner of the unit where the resident lives. No one including children shall climb, strip or in any manner damage trees bushes or other plants.

### ***III. ARCHITECTURAL CONTROL***

1. **Exterior Changes** The owners and residents may not make any changes to the exterior of the units without the approval of the Board.
2. **Gates.** Patio gates must be approved by the Board. They must be wrought iron (or other metal) painted black or wood painted the same color as the fence. Violations are subject to removal at the owners expense.
3. **Storm Windows.** Storm windows installed on the exterior must be approved by the Board. They must be painted black or to match the building color.

4. **Screen Doors.** Exterior screen doors/storm doors must be approved by the Board. They must be painted black or to match the building color.
5. **Roof Exhaust Fans.** Attic fans must be approved by the Board. When installed, they must not be visible from the front of the building.
6. **Plastic Over Windows.** Plastic may not be placed over the outside of windows; plastic may be placed on the inside of windows.
7. **Violations.** For a violation of architectural control rules or for failure to maintain a unit (such that the unit does not detract from the appearance and value of the condominium), the Board may, after a 15 day notice, impose a fine not to exceed \$25.00 per day for each day that the violation, or failure to maintain continues. The amount of the fine will be added to the assessment for that unit. It shall be the responsibility of the owner to correct the violation. If not done, after \_\_\_\_ days, the Association will make the correction at the cost of the homeowner.
8. **House Numbers.** Residents may paint the existing front house numbers white in order to make them more visible from the street. Residents may install house numbers in the carport area; these may not exceed 5 inches in height and must be brass, black or white.
9. **Access to Roofs.** There shall be no working on roofs of buildings or carports except by persons authorized by the Association's Board of Directors or its management company. Children shall not at any time play on the carports.

#### ***IV. CLUBHOUSE***

1. **Clubhouse Reservations.** Owners and tenants whose recreation privileges have not been denied (See I.4 above) may reserve the clubhouse for parties or other functions. The clubhouse is not available on the evening of the regular monthly meetings. Reservations must be made with the chairperson of the Board's Clubhouse Committee; no one else has the authority to guarantee use of the clubhouse.
2. **Clubhouse Keys and Rental.** The Clubhouse is not a rental property. It is for use by eligible residents. Therefore, the resident who reserves the Clubhouse is responsible for the conduct of the guests, the Clubhouse building/grounds, guest parking and removal of garbage promptly. A fee (as set by the Board of Directors) is required when a clubhouse key is obtained and a non-refundable charge is required for use of the clubhouse. This is to guarantee return of the key and that the user will clean up the clubhouse after use. The deposit will be returned after the clubhouse has been cleaned (and all trash has been put in proper containers) and the key is given back to a member of the clubhouse committee. If the clubhouse activity has resulted in there being trash, then the user is responsible for moving the clubhouse trash to the curb on Columbia Trace for the next trash pickup day following the activity and for returning the trash cans to their storage area after pickup.

3. **Clubhouse Parking.** Parking for activities at the clubhouse is restricted to the clubhouse parking area. No user of the clubhouse may invite more guests than can be accommodated by the clubhouse parking area. No more than 75 persons are permitted at the social function.
4. **Pool Access.** Persons attending a party at the clubhouse may use the swimming pool during swimming season. A clubhouse activity does not, however, have exclusive use of the pool; other residents of the condominium may use the pool while a clubhouse activity is in progress. No amplified or loud music is allowed around the pool or outside the building.
5. **Noise.** Users of the clubhouse may not make noise loud enough to be disturbing to the residents of the condominium. Electronically amplified music may not be played outside of the clubhouse. Doors should remain closed during use as much as possible.
6. **Violations.** The Board may suspend the clubhouse privileges of any person who violates the clubhouse rules for a period of up to one year. Failure to return the keys according to posted times or agreed time shall result in loss of deposit.

#### ***V. SWIMMING POOL***

1. **Children.** Children under 14 years of age may not swim unless accompanied by a resident over 18 years of age.
2. **Guests.** Guests may swim if accompanied by a resident in good standing. There is a limit of six guests per unit. If it is desired to have more than six, the resident should apply to the chairperson of the Clubhouse Committee for permission.
3. **Glass.** No glass containers are permitted in the pool area. Users of the pool should see that the area is kept clean. No food or beverages should be brought inside the pool area. This includes chewing gum and candy.
4. **Hours.** Regular pool hours are 9a.m. to 10p.m. Swimming after 10p.m. is permitted, providing the activity does not disturb condominium residents. These hours are subject to adjustment as posted on signs at the pool.
5. **Pets.** Pets are not permitted in the pool area.
6. **Vehicles.** No bicycles, skateboards, roller skates or vehicles of any kind are permitted in the pool area.
7. **Noise.** There shall be no amplified music in the pool area.
8. **Conduct.** There shall be no horseplay or rough play of any kind in the pool or pool area.

## **VI. OTHER**

1. **Pets.** Residents may have dogs, cats, or other household pets. No pet or animals may be kept for any commercial purpose. Pets must not endanger the health of any resident. Pets must not, as determined solely by the Board of Directors, unreasonably disturb any resident of the condominium. Pets (dogs and cats) must be on leashes when outside of the unit, and dogs cannot be tied up in carports or common area. Sanitary conditions must be maintained so that there is not a health hazard. This includes the patio area. Any one who observes any violations should call Dekalb animal control unit. Pets shall not be allowed to roam freely and damage the property of others or interfere with the peace of others.
2. **Signs.** No signs shall be placed on the exterior of any building or on the common area, except by the Condominium Association.
3. **Business Activities.** The units are restricted exclusively to residential use, and no business may be conducted upon the condominium property. This rule does not preclude the conduct within the unit of office/clerical type of work for a business established elsewhere. Residents may entertain business customers in the units, but may not conduct business activity with customers in the condominium.
4. **Rentals.** Owners who rent their condominium units must notify the management company of the names of the renters. The minimum lease is one year. Units may be rented only in their entirety. Unit owners must inform renters of the rules and regulations of the applicable provisions of the Condominium Declaration and By-Laws. A lease must be supplied to the Association management. The owner will obtain signature to indicate the documents have been issued and discussed prior to leasing. Renters must receive a copy of rules.
5. **Renter Communications.** Except in case of an emergency, renters should communicate requests for Association services through their owner.
6. **Light Bulbs.** All light bulbs used in front, rear and carport light fixtures must be white or yellow only. Light bulb replacement in these fixtures are the Homeowners responsibility.
7. **Creek.** There shall be no playing or wading or any use of the creek. Violation may result in action by the Environmental Agency.

## **VII. ENFORCEMENT**

Violations of any of these rules and regulations can result in fines or other sanctions in accordance with Article VIII of the Columbia Square Declarations and By-Laws.