



# **Parc Vue Midtown Homeowner's Association**

## **Rules and Regulations**

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# Rules and Regulations

**Parc Vue Midtown Homeowners Association**

**275 13<sup>th</sup> Street, N.E**

**Atlanta, GA 30309**

## **I. Policy Statement**

The following Parc Vue Midtown Rules and Regulations have been adopted by the Parc Vue Midtown Homeowners Association (“Association”, “HOA”) Board of Directors (“Board”). These Rules and Regulations are established to promote and maintain a cooperative, harmonious living environment for all residents of Parc Vue Midtown and are designed to protect the value of the building, grounds, individual units and common areas that make up the condominium.

These Rules and Regulations are adopted in accordance with the terms and conditions set out in the Declaration (Section 10) and By-Laws of the Parc Vue Midtown Condominium Homeowners Association and apply to all units, common areas and limited common areas within the condominium. All unit owners (members of the Parc Vue Midtown Homeowners Association), lessees, occupants (unit owner, family members or guests), contractors, service providers or delivery persons should be familiar with these guidelines and are expected to conduct themselves while on the property in a manner compatible with the guidance provided by these Rules and Regulations.

The quality of life for the entire condominium population relies upon the mutual cooperation and consideration afforded *to* each resident *by* each resident and is supported by the condominium HOA Board and staff. With this in mind, the Board of Directors has established the following Rules and Regulations to define and clarify the guidelines, terms and conditions that accompany ownership and residency at Parc Vue Midtown.

Each Parc Vue Midtown resident will be provided a copy of the currently applicable Rules and Regulations and is expected to be familiar with – and abide by the guidelines, processes and procedures described within the document. The Rules and Regulations listed here and in the Declaration and By-Laws are binding upon each owner, occupant and guest of the Parc Vue Midtown Condominium and shall be strictly enforced. Violations of these Rules and Regulations, Declaration or By-Laws by owners, lessees or guests are subject to sanctions as defined in Appendix C of this document.

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Parc Vue Midtown Property Management and staff shall have the authority to enforce these rules on behalf of the Board of Directors and the Association in accordance with the terms of the Declaration and By-Laws.

## **II. General Information**

- A. For further clarification of any rule or regulation, please read the Parc Vue Midtown Condominium Declaration and By-Laws document or contact a member of either the Property Management team (Atlanta Community Services) or Parc Vue Midtown Homeowners Association Board of Directors. Please do not request clarification or interpretation of the Parc Vue Midtown Rules and Regulations, Declaration or By-Laws from the Parc Vue concierge or any member of the Parc Vue Midtown staff.
- B. Authorized representatives of the Association or Board of Directors shall be entitled to reasonable access to each unit and limited common elements when necessary for maintenance, repair or replacement of any common elements or limited common elements, performing emergency repairs necessary in connection with the preservation of any individual unit, Parc Vue Midtown common elements or limited common elements. Each owner or occupant shall make a key to his/her unit available to the Parc Vue Midtown concierge (or courtesy officer) to ensure that access to the unit can be made without damage to the door or door frame in the event of an emergency. Unit keys provided to the Parc Vue Midtown concierge or courtesy officer shall be kept in a locked area to be used only in the event of an emergency.
- C. Each owner or occupant is encouraged to provide the Property Manager with the name, address and contact telephone number of the person or relative to be notified in the event of an emergency. Neither the Property Manager nor the Association or staff shall be held liable for failure to notify or reach the designated individual during an emergency, however.

## **III. Helpful Guidelines**

- A. Drive slowly into, out from, and within each parking deck.
- B. Refrain from parking in Guest Parking or reserved spaces. These limited parking spaces are set aside for guest, service and emergency vehicles.
- C. Report all building/grounds repair and maintenance needs.
- D. Report all violations of rules, regulations, policies or procedures

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- E. Keep pets leashed at all times.
  - F. Keep pets off Parc Vue Midtown groomed landscaping and protected areas.
  - G. Pick up after your pet and use trash receptacles outside the building.

#### **IV. Condominium Units and Common Areas**

##### **A. General**

1. When playing stereos, radios, televisions and when operating other sound or noise-producing devices inside or outside individual units, owners, lessees and their guests shall be respectful of their neighbors' and other residents' right to a quiet environment. During the early morning and late evening hours (between the hours of 10:00 PM and 8:00 AM), sound or noise audible within other units or the common areas is prohibited.
2. All major appliances should be turned off before leaving a unit for an extended period of time. Owners or lessees of units containing appliances that cause damage to other units are responsible for such damage. Owners and lessees are encouraged to turn off main water to the unit (at the water heater) when they are away from their units for extended durations.
3. Weights or exercise equipment are not to be used inside individual units.
4. Fire safety in a building such as Parc Vue is a concern of all residents, staff, and visitors. Fire and fire prevention shall be taken into account when bringing flammable or other such items into your unit
  - a. The Fire Marshall will not allow certain items to be used inside the building or on the balconies. These items include, but are not limited to, gel or compact fuel canister fireplaces. Owners or lessees are required to check with the Parc Vue Midtown Home Owners Association Board before installing, lighting, or otherwise utilizing the flammable portion of items other than reasonable candles, lighters and other small household items to ensure Fire Code compliance.
5. Club Room, Roof Deck, Exercise Room
  - a. The Club Room, Roof Deck, Exercise Room are Parc Vue Midtown amenities and are intended for the general use of all owners, lessees and their invited guests. These common areas shall not be used for any event to which the general public is invited.
  - b. Smoking is not permitted in the Club Room, Exercise Room or Pool Deck.
  - c. Pets are not permitted in the Club Room, Exercise Room, Roof Deck Pool Deck.

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6. Exercise Room and Equipment

- a. The Exercise Room and equipment are intended for the general use of all owners, lessees and their guests.
- b. Smoking and pets are not permitted in the Exercise Room.
- c. When in the Exercise Room children under the age of twelve (12) must be supervised by an adult.
- d. Repairs to damaged exercise equipment (beyond normal wear and tear) will be charged to the owner or lessee responsible for the damage.

7. Elevators

- a. Smoking is not permitted in Parc Vue Midtown elevators.
- b. Children under the age of ten (10) shall be accompanied by an adult while in elevators. Children are not to play in or around elevators.
- c. Owners, lessees and guests shall not prop elevator doors open to hold them on specific floors. Parc Vue staff may lock elevators on specific floors during the times the elevators are being cleaned, or during emergencies or moves.
- d. Articles in excess of the posted allowable weight may not be loaded onto the elevators.
- e. All elevator malfunctions shall be reported at the time of occurrence to Parc Vue Staff and appropriate support or emergency personnel.

8. Parc Vue Lobby

- 1. Pets are not allowed in the Parc Vue Lobby (see section IV.J)

**B. Sale or Lease of an Individual Unit**

- 1. The sale, lease or mortgage of an individual unit by an owner is governed by the provisions of the Declaration (Sections 12 and 13) and By-Laws and Rules and Regulations, and is additionally subject to approval by the HOA Board. Upon the sale of any unit, a one-time administrative fee of \$250 will be billed to the new owner's first month's HOA fee.
- 2. Residential units must be used, leased or sold for residential purposes only as defined in the Declaration, By-Laws and Rules and Regulations.
- 3. Subleasing is not permitted.

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4. Short-term rental of residential units is strictly prohibited. No arrangements for short term rental (via Airbnb, VRBO, Tripping.com, or similar “private rental” platform or functionality) shall be arranged, provided by or allowable for any unit owner or lessee.
  5. It is the owner’s responsibility to inform a lessee of the lessee’s required compliance with the Declaration, By-Laws and Rules and Regulations of the Parc Vue Midtown Homeowners Association. Copies of the Declaration, By-Laws and Rules and Regulations shall be furnished to the lessee by the owner. A copy of the Parc Vue Lease Addendum shall be signed by both the Owner and the lessee, and the following Special Stipulation shall be included (either in writing or implied) in all leases:
    - a. The lessee under any lease is bound by and subject to all of the obligations of the owner as defined by the Declaration, By-Laws and Rules and Regulations of the Parc Vue Midtown Homeowners Association. In the event the Board discovers or determines there has been a violation of the Declaration, By-Laws and Rules and Regulations by the lessee, the Board may exercise any and all remedies available in the Declaration, By-Laws and Rules and Regulations including, but not limited to fines imposed against the owner.
    - b. Whenever an owner proposes to sell, give, lease or otherwise transfer his or her unit, or any interest therein to any person other than his or her spouse, child, parent, brother, sister or descendent (or to a trust for one or more of the above-named individuals), the owner shall provide the HOA notice of the proposed transfer (and shall submit a copy of the proposed lease, contract for sale or other documents) as appropriate.

**C. Parties in Individual Units**

1. The term “party” as it will be used herein shall be defined as any gathering of five (5) or more invited guests visiting an individual unit or common area.
2. Parties may not extend to common area hallways, elevators, lobbies or exterior common areas (exceptions may be made for Roof Deck or Pool Deck)
3. Owners and lessees are responsible for all damage to common areas determined to be caused by their guest

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4. During parties in individual units, sound and noise should be kept at minimum levels so as not to disturb other residents. During the early morning and late evening hours (between the hours of 10:00 PM and 8:00 AM), sound or noise audible within other units or the common areas is prohibited.
  5. The HOA Board reserves the right - and authorizes Parc Vue Midtown Property Management and staff to take any and all action necessary to disband a party in an individual unit following complaints by other residents.

**D. Balcony, Porch and Deck Areas**

1. The Parc Vue Midtown HOA Board reserves the right to ensure that all additions or modifications to balcony, porch or deck areas conform to the architectural and visual unity of the condominium and may require that an owner, resident or guest modify or remove one or more items.
2. All exterior doors, windows and skylights which serve a single unit must conform to the visual unity of the condominium, to include color and style.
3. Nothing that can be seen from outside of the building shall be hung from or fastened to balcony railings without prior approval by the Parc Vue Midtown HOA Board. This includes and may not be limited to: plants, planters, lattice, paneling or other materials. Exceptions are made for temporary holiday decorations as defined in Appendix B of this document.
4. No objects, rugs, garments, bed-coverings, towels or other personal items may be hung from balcony railings to dry. No objects may be dusted or shaken from balconies.
5. Watering of plants, sweeping of debris, mopping balcony floors and all other activities on balconies or decks shall be done in a manner that does not impact or interfere with persons and property on lower or adjacent levels, common areas or limited common areas. (Drainage trays should be placed under all balcony plantings to avoid water drainage/spillage onto lower levels)
6. Feeders for non-domesticated birds, animals, reptiles or mammals are prohibited and may not be kept on Parc Vue common areas or limited common areas (balcony, porch or deck areas).
7. Nothing shall be thrown or dropped from balcony, porch or deck areas (including cigarettes and cigars) or placed so that an object may fall from a balcony, porch or deck. All moveable objects should be removed from balcony, porch and deck areas during extended absences of the owner/ resident. Owners or residents will be held liable for any property damage or

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personal injury arising from the fall of an unsecured object  
from the balcony, porch or deck associated with their unit.



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8. Grills of any kind shall not be used on balconies. Privately owned grills may not be used in Parc Vue common areas including the rooftop terrace and garages.
  9. Nothing may be hung from balcony, porch or deck ceilings without written approval from the HOA Board.
  10. Outdoor carpet, astro-turf, rugs and other carpets are not permitted on balconies, decks or porches. (Small welcome mats may be placed on decks and patios near doorways).

**E. Common areas, limited common areas, sidewalks, entry passages, lobbies, stairs, hallways, parking decks and landscaping**

1. Common areas (with the exception of the Club Room, Roof Deck and Pool Deck), limited common areas, lobbies, stairs, hallways, parking decks and landscaping are not to be used for personal, commercial or social functions.
2. Only authorized staff and personnel are allowed behind the concierge desk or in the package storage area
3. The Club Room and Roof Deck, though common areas may be reserved for personal and social gatherings. Please contact the Parc Vue Midtown concierge to reserve these specifically designated common areas. Also, please see Appendix A for a detailed explanation of the guidelines governing use of the Club Room and Roof Deck.
4. Residents shall not obstruct the sidewalks, parking decks, individual parking spaces, entry passages, stairs, lobbies, landscaping or common areas with furniture, bicycles, boxes or any type of personal item, equipment or object. Items that violate this regulation will be presumed abandoned and are subject to removal without notice.
5. Personal items including, and not limited to towels, floats, coolers, chairs, cushions and sun shades are not to be left in the pool or common areas. Personal items remaining in these areas for more than twenty-four (24) hours will be discarded.
6. No advertising may be displayed in the lobbies, interior or exterior common areas. No soliciting is permitted on condominium premises. Residents' fliers, business cards and other communications may be posted in the framed display case in the

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mailroom. Please see the concierge if you wish to have something posted in the display case.

7. Owners, lessees and guests must be attired in street clothes (including, but not limited to shirts and shoes) when in the lobby. Appropriate attire (cover-ups and/or shirts) must be worn in the hallways and elevators when going to and from the pool.
8. Bicycles may not be taken in or out of the building through the main lobby or parked outside the building on the main lobby level.
9. Smoking in common areas including elevators, lobbies, hallways and Club Room is forbidden.
10. Stains caused by pets to carpets, flooring or other material located in hallways, elevators, stairwells, parking decks and other common areas will be cleaned by the Parc Vue Midtown maintenance team. The cost for cleaning and disinfecting the area in question will be charged to the owner of the pet found to be the cause of the stains.

## **F. Deliveries, Moves, and Renovation Projects**

### **1. Scheduling**

- a. Deliveries and Moves may be scheduled to occur between the hours of 9:00 AM and 5:00 PM, Monday through Friday only. Deliveries and moves shall not be scheduled during holidays or on weekends.
- b. Owners, lessees and guests must notify the concierge or Property Management office at least twenty-four (24) hours in advance of moving furniture, equipment, household effects or other large items in or out of the building – and before any construction or unit renovation work begins. This advance notification is required to 1): ensure ample time is available to properly pad the elevator and 2): to provide appropriate guidance for the special protection of all other common areas.
- c. Residents who do not provide advance notification as described above may be asked to reschedule the move or delivery and may be denied the opportunity to reserve the elevator on the requested day or time.
- d. Food and beverage delivery personnel are not allowed into Parc Vue tower or residential hallways. Residents who have meals or beverages delivered must meet delivery persons in the Parc Vue lobby. At no time shall Parc Vue residents or guests “buzz-in” or grant unaccompanied access to food or beverage delivery personnel.

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## 2. Elevator Reservations

- a. An elevator may be reserved for household moves, for unit renovation, for furniture, equipment or household effect moves or for delivery or removal of household items. A **refundable deposit of \$500.00** is required to reserve an elevator. A **refundable elevator deposit of \$500.00** is required for all renovation projects. See Item 3 below.
- b. Prior to the move or delivery, the elevator to be reserved and adjacent common areas along the path of the move shall be jointly inspected by the resident and Parc Vue Midtown staff, who will document the condition of these designated pre-move documentation will be signed by the resident and Parc Vue Midtown staff member.
- c. Following the move or delivery, the same designated areas will be re-inspected by the resident and Parc Vue Midtown staff. If no damage to the elevator or adjacent common areas has occurred, the deposit will be returned in full to the resident. If damage to the elevator or common area has occurred, Parc Vue Midtown will retain the full amount of the deposit and will schedule repair/correction of the damage.
- d. Following the completion of any required corrective action or work items, should the cost of the repair or corrective action amount to *less* than the deposit, the remainder will be returned to the resident. Should the cost of the repair or corrective action amount to *more* than the deposit, the additional cost will be invoiced to the resident. Receipts for all necessary repairs and/or corrective action will be shared with the resident.
- e. All owners, residents and tenants requiring an elevator lockdown and exclusive use for more than 60 minutes in a 30-day period will pay a **Non-Refundable Elevator Use Fee of \$150.00** for the maintenance and up-keep of the Parc Vue elevators.

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### 3. Renovation Projects

- a. All owners who wish to undertake renovation projects must request approval from the HOA Board before beginning the project.
- b. All owners should coordinate with the concierge desk on days when the elevator is needed to move demo materials out or construction equipment, materials and supplies in. **At all times when moving such materials the elevator must be padded. Using the elevator to move any construction equipment, materials or supplies without proper padding will result in an immediate fine of \$100.00.**
- c. For unit construction or renovation, a refundable elevator deposit of \$500.00 must be submitted before the renovation project begins. If during the renovation project, no damage to the elevator or adjacent common areas has occurred, the deposit will be returned in full to the resident. If damage to the elevator or common areas has occurred, Parc Vue Midtown will retain the full amount of the deposit and will schedule repair/correction of the damage. Following the completion of any required corrective action or work items, should the cost of the repair or corrective action amount to *less* than the deposit, the remainder will be returned to the resident. Should the cost of the repair or corrective action amount to *more* than the deposit, the additional cost will be invoiced to the resident. Receipts for all necessary repairs and/or corrective action will be shared with the resident.
- d. If the renovation project requires an elevator lockdown, and exclusive use for more than 60 minutes cumulative during the renovation project the owner will pay a **Non-Refundable Elevator Use Fee of \$150.00** for the maintenance and up-keep of the Parc Vue elevators.
- e. The plastic carts labeled “for resident use “ are NOT to be used by contractors. An immediate fine of \$50 will be imposed on an owner if a contractor uses these carts. There is one cart on P-1 labeled for contractor use. If a contractor needs additional carts you may check at the concierge desk to see if any others are available.

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## **G. Exterior Appearance**

To ensure a harmonious and uniform appearance of Parc Vue Midtown:

1. The exterior facing side of all window treatments must be white or off- white. This includes window shades, drapes or any other window treatment visible from outside the building.
2. Reflective sun screening material such as foil or reflective films may not be placed in windows.
3. Flags, banners, signs, political placards, billboards and advertising of any kind are prohibited and may not be displayed in windows or on decks, porches railings or sliding doors.

## **H. Storage**

1. No flammable material or material of volatile, noxious or toxic nature shall be placed or stored in any storage room, storage cage or space.
  2. Stored personal items must be contained within or directly above storage cages or spaces. Items placed above storage cages/spaces may not extend horizontally beyond the dimensions of the owned/rented space
  3. The Association shall not be responsible for loss of damage to any property in the storage areas due to theft, flood, fire, mysterious disappearance or other cause.
  4. No personal items shall be placed or stored in parking garages, hallways or stairwells.
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1. Bicycles may be stored only in an owner's or lessee's individual unit (excludes unit decks or limited common areas) or in bicycle racks located in each of the parking decks.

## **I. Refuse Disposal**

1. Bottles, glass containers, newspapers and magazines may be placed in recycling bins located in each of the parking decks
2. Trash and other refuse shall be placed in plastic bags, closed and secured at the top prior to disposal in trash chutes. Kitty litter must be double bagged and sealed tightly before disposal.
3. Large boxes and cartons from moves and other large objects must not be placed in trash chutes, but are to be disposed of in dumpsters located near the P1 garage gate. Boxes must be broken down before being placed in the dumpsters. Dumpsters must not be overloaded to the point that lids cannot close. Overfilling the dumpster will result in an

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immediate fine to the responsible homeowner to cover additional charges levied by the trash contractor for an overloaded dumpster.

4. Flammable material, paint and solvents shall not be placed in trash chutes. Disposal of these materials must be in accordance with existing state and local hazardous materials disposal guidelines.

#### **J. Household Pets (Pets)**

1. Unit owners and lessees may keep within their individual units, a total of two (maximum) household pets, weighing no more than 20 lbs. each.
2. Pets are defined herein as dogs, cats, domesticated birds and aquarium fish. All other animals are prohibited.
  - a. Guard and attack dogs including Pit Bulls, Doberman Pinchers, Rottweilers, Mastiffs and other similar guard or attack breeds are prohibited and shall not be kept on Parc Vue Midtown property.
  - b. Non-domesticated animals, rodents, amphibians, reptiles, non-domesticated birds, arachnids and insects shall not be kept at Parc Vue Midtown as pets under any circumstances and are prohibited.
3. All new dogs to Parc Vue must have written documentation from a licensed Veterinarian stating the weight of the dog and the dog is not of a breed prohibited in Parc Vue.
4. Pets are not allowed in reserved common areas including Parc Vue Lobby, Club Room, Exercise Room, Roof Deck, and Pool Deck.
5. Pets Entering and Exiting Parc Vue:
  - a. All pets shall enter and exit the Parc Vue building through the parking decks P1, P2, and P3. On the main level (Parc Vue Lobby) floor, pets shall enter and exit the building through East door in the elevator lobby, passing through the P3 parking garage to enter and exit the building via the garage gate or key fob door in parking deck P3. At no time shall pets enter or exit the building through the Parc Vue Lobby.
6. Fulton County leash laws apply to all pets while they are within the Parc Vue Midtown condominium complex. Pets must be leashed and under control of the pet owner at all times.
7. Pets shall not defecate on or in any Parc Vue Midtown common area.

Common Areas include hallways, stairwells, elevators, elevator lobbies, garages, visitor's parking area or driveway or groomed landscaped areas.

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Pet owners are responsible for the immediate removal of their pet's droppings. Owners will be charged for carpet cleaning that is required resulting from their pet's lack of control. Owners and lessees will be charged for repair of any damage or replacement of any items in common areas caused by their pets.

8. No animals or pets shall be maintained, housed or bred for commercial/financial purposes.
9. Pets are not to be exercised in common areas including hallways, stairwells, elevators or elevator lobbies.
10. Residents who own cats are expected to seal kitty litter in double plastic bags before discarding the litter in trash chutes or dumpsters.
11. Pet owners who violate Rules and Regulations regarding pets are subject to penalty and fines as defined in Appendix C of this document
12. The Board may determine that a specific pet (or pets) create a nuisance or dangerous condition for other residents. In these instances, the Board will notify the owner and will require permanent removal of the offending pet from Parc Vue Midtown property.
13. As of August 22, 2012, all new dogs to Parc Vue must have written documentation from a licensed Veterinarian stating the weight of the dog (Article J, 1) and that the dog is not of a breed prohibited in Parc Vue (Article J, 1, a).

#### **K. Automobiles, Motorcycles, Motorbikes, Bicycles (Bikes) and Parking**

1. All vehicles belonging to owners or lessees that are to be parked in the parking garages must be registered with Parc Vue Midtown Property Management and staff. Registration of vehicles shall indicate the license number, make of vehicle, model, color and ownership.
2. If an owner or lessee finds a vehicle not owned by them parked in their assigned parking space, he/she should notify the Parc Vue Midtown staff immediately. The owner of the improperly parked vehicle shall be required to immediately remove the vehicle.
3. Vehicles may be parked only in assigned parking spaces. Assigned spaces shall be used only by the owner or lessee of the related unit, or with the written permission of the owner or lessee. This documented permission for others to park in assigned spaces must be provided to Parc Vue Midtown staff.



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4. Vehicle maintenance and repairs are not permitted in Parc Vue Midtown parking garages or Guest Parking areas. This includes oil changes, tune-ups, etc.
  5. The following vehicles shall not be allowed in Parc Vue Midtown parking areas:
    - a. Moving trucks. (These may be parked on 13<sup>th</sup> Street, Juniper or Piedmont Ave.)
    - b. Commercial vehicles, except for maintenance, pick-up or delivery
    - c. Boats
    - d. Mobile homes
    - e. Trailers
    - f. Recreational vehicles
    - g. Truck campers
    - h. Trucks with more than one rear axle
    - i. Vehicles without registration tags or with expired registration tags
    - j. Vehicles that leak fluids that cause damage to the pavement
  6. Storage of inoperable vehicles is prohibited.
  7. All bicycles must be registered with the concierge desk. Non-registered, abandoned, derelict, or non-working bicycles (bikes) are subject to removal.
  8. Owners or lessees who are found to be the cause of damage to parking garage rolling doors will be responsible for the cost of the repairs to the doors. In addition, a significant fee will also be assessed to cover the cost of emergency service and additional security required at Parc Vue while the door is inoperable.
  9. Nonresidents who park in the parking garage must sign in with the front desk.
  10. Violators of Rules and Regulations regarding parking may be subject to penalties as described in "Parking Violations" found in Appendix C of this document.

#### **L. Visitor Parking**

1. Visitor Parking spaces are reserved for temporary use by invited guests of Parc Vue Midtown owners and lessees, only.
2. Owners and lessees may not park vehicles in Visitor Parking spaces at any time. These spaces are reserved for the exclusive use of invited guests of Parc Vue residents.
  - a. Owners and lessees are defined as those persons who stay or resident at Parc Vue for a total of twenty (20) consecutive days or non- consecutive days in any calendar year.
3. Visitor Parking spaces are available on a first come-first served basis.



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4. Parc Vue Midtown Property Management and staff are authorized to rigorously enforce rules and restrictions regarding Visitor Parking and designated service/emergency vehicle spaces.
  5. Individual parking spaces designated for service/emergency vehicles may not be used by owners, lessees or guests.
  6. Guests who wish to park vehicles in Visitor Parking must register their vehicles upon arrival with the Parc Vue Midtown staff. Guests who visit Parc Vue Midtown regularly/frequently will be treated as residents and will be required to find parking outside the Visitor Parking area. (See #2, above.)

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7. Owner's or lessee's vehicles found in Visitor Parking as well as those vehicles that have not been registered with Parc Vue Midtown staff are considered to be in violation of parking restrictions and are subject to all penalties. (See Appendix C.)
  8. Guests may park in Visitor Parking for twenty-four (24) hours or less. After a twenty-four (24) hour period, Parc Vue guests' vehicles must be removed from Visitor Parking for a period of at least 8 hours to provide ample opportunity for others to park in Visitor Parking spaces. Vehicles found in Visitor Parking spaces for more than twenty-four (24) hours are considered in violation of parking restrictions and are subject to all penalties available. (See Appendix C.)

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## Appendix A

### **Pool, Club Room, Roof Deck, Pool Deck and Exercise Room *Detailed Guidelines***

1. The Pool, Club Room, Roof Deck, Pool Deck and the Exercise Room are considered Parc Vue Midtown amenities. Owners and lessees who are not current on HOA dues or assessments will be denied access to all amenities unless and until all dues and assessments are paid in full. Appropriate behavior is expected at all times in each of these areas by residents and their guests.
2. The Club Room and Roof Deck may be reserved for private functions. There is a **\$50.00 non-refundable fee** and a **\$100.00 refundable deposit** required to reserve any of these amenities. A reservation is considered booked and complete when both the reservation fee and deposit have been received by the Parc Vue staff. Reservations will not be accepted for owners or lessees who are not current on HOA dues or assessments.
3. Reservations are accepted on a first-come, first-served basis. Please contact the Parc Vue Midtown concierge or staff if you wish to reserve one of the amenities for a private function.
4. The refundable deposit will be returned within seven (7) days following a private event, provided the area reserved is found to be clean and is reset to its original state when returned.
5. All or part of the deposit may be forfeited following a reserved event if the reserved amenity area is not satisfactorily cleaned, if damage has occurred to or within the area, or if any of the Rules and Regulations governing use of the amenities have been violated.
6. Cancellation of an amenity reservation must be made at least twenty-four (24) hours prior to the start of the reserved event. Failure to provide the Parc Vue Midtown staff notice of reservation cancellation - or if cancellation is made with less than the minimum twenty-four (24) hour notice, may cause all or a part of the deposit to be forfeited.
7. Weekly, bi-weekly or monthly reservations for the same purpose for the Club Room, Roof Deck or Pool Deck will not be accepted.
8. All private events in the Club Room or Roof Deck must end by 11:00 PM (including clean-up time). Requests for extensions of this time must be approved by the Board at least 3 business days prior to the scheduled event. Approval to extend an event beyond 1:00 AM shall not be granted.

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## **Appendix A (Continued)**

### **Pool, Club Room, Roof Deck, Pool Deck and Exercise Room *Detailed Guidelines***

9. Extensions to reservation end times that are granted by the HOA Board will be charged to the owner or lessee making the reservation at a rate of \$40.00 per hour to cover the cost of additional security. This fee is paid in advance of the event. The HOA Board also reserves the right to deny specific requests to extend the end times of planned events.
10. When private events end, it is the owner's/lessee's responsibility to:
  - a. Remove and empty all trash containers, placing the bagged refuse in one of the dumpsters located outside P1 parking area grate.
  - b. Replace plastic trash container liners.
  - c. Remove all equipment, furniture, decorations, food and beverages brought to the area for the event.
  - d. Club Room, Pool Deck and Roof Deck furniture must be returned to their original positions.
  - e. Clean/tidy up kitchen and bathrooms.
  - f. Inform the courtesy officer the event is over and the room/area may be locked.
11. Furniture and fixtures from one area shall not be removed or taken to another area.
12. Following a reserved event, the condition and setting of the Club Room, Roof Deck or Pool Deck must be returned to its standard, original setting and condition (furniture returned to its original location).
13. Owners and lessees who reserve the Club Room or Roof Deck will be held responsible for the cost of any cleaning or repair that must be made to the reserved common areas following the event for which they were reserved.

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## **Appendix B**

### **Holiday Decorations**

Holiday decorations may be temporarily placed on individual unit doors, balconies, decks, railings and windows. The following guidelines apply to the placement and removal of holiday decorations.

1. Holiday decorations that are in keeping with the general visual unity of Parc Vue Midtown and the specific holiday celebration being recognized may be temporarily placed by owners and lessees.
2. Holidays are defined for the purposes of this document as recognized US or religious holidays and include, but may not be limited to Thanksgiving, Christmas, Hanukah, Valentine's Day, Gay Pride Celebration, Easter, 4<sup>th</sup> of July and Veterans Day.
3. Holiday decorations may be placed up to two weeks prior to the holiday being celebrated and may remain in place up to one week following the celebration of the holiday.
4. The Parc Vue Board reserves the right to remove holiday decorations it deems inappropriate for the building or that remain in place longer than one week following the celebration of a specific holiday.
5. If the Board finds it necessary to remove holiday decorations that have remained in place longer than one week following the celebration of a holiday, the owner or lessee responsible for the unit will be subject to a fine - up to the maximum allowable by the Board.

Note: Discarded Christmas Trees shall not be disposed of in Parc Vue trash chutes or in trash or rubbish dumpsters. Discarded trees are to be taken to designated in-town tree disposal areas.

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## **Appendix C**

### **Enforcement of Parc Vue Midtown Rules and Regulations**

These Rules and Regulations have been established to promote and maintain a cooperative, harmonious living environment for all residents of Parc Vue Midtown and are designed to protect the value of the building, grounds, individual units and common areas that make up the condominium.

These Rules and Regulations are adopted in accordance with the terms and conditions set out in the Declaration and By-laws of the Parc Vue Midtown Condominium Homeowners Association and apply to all units, common areas and limited common areas within the condominium.

The Rules and Regulations listed here and in the Declaration and By-Laws are binding upon each owner, occupant and guest of the Parc Vue Midtown Condominium and shall be strictly enforced. Violations of these Rules and Regulations, Declaration or By-Laws by owners, lessees or guests are subject to sanctions as defined below.

Parc Vue Midtown Homeowners Association Board of Directors, Property Management and staff shall have the authority to enforce these rules in accordance with the terms of the Declaration and By-Laws.

#### **Enforcement - General**

1. In addition to the remedies available to the Board as defined by the Declaration, the Board of Directors is empowered to impose and assess fines against any unit owner who fails to abide by the terms, provisions, guidelines or restrictions provided by the Declaration, By-Laws or by any rule or regulation adopted by the Board. Lessees and invited guests who violate the Rules and Regulations, Declaration or By-Laws may also have fines imposed against them as determined by the Board. Payment of these fines, however, may be the responsibility of the unit owner.
2. Violations of the Rules and Regulations, Declaration or By-Laws will be addressed individually and as separate events. Repeated violations by the same owner, lessee, or guest shall be regarded as habitual and may cause the Board to impose penalties or fines, up to the maximum available to the Board
3. First violations will be noted by the Board and will be documented by a written notice that will be provided to the violator. Exceptions to this step of the process may be deemed necessary by the Board.
4. Second and subsequent violations of the same Rule, Regulation, Declaration paragraph or By-Law by the same owner, resident or guest will be noted by the Board, documented by a written notice and accompanied by a fine.

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## **Appendix C (Continued)**

### **Enforcement of Parc Vue Midtown Rules and Regulations**

Except where otherwise noted in this document or when determined by the Board to be a circumstance that requires an exception, fines will be administered in accordance with the following schedule:

a	Second violation	\$50
b	Third violation	\$10
c.	Fourth violation	\$25

Maximum dollar amount for any individual violation incident - \$250.00

5. Determined by the severity of the violation and the impact to other Parc Vue residents, the Board reserves the right to administer fines and penalties to violators without following the schedule noted in item 4, above.
6. The Board may not impose a single fine in excess of the maximum dollar amount available for an individual violation incident - \$250.00. The Board, however, may impose multiple maximum fines for multiple violations by the same owner, lessee or guest. The Board additionally will invoice responsible owners, lessees and guests for the full cost of any necessary repair or cleaning associated with a violation or series of violations.
7. The amounts of all fines shall be set by the Board of Directors within the limits imposed by the documents. Once a fine has been levied, the unit owner is compelled to comply with the term, rule, regulation or restriction that had been violated and must remit the amount of the fine within ten (10) days of the assessment. If the unit owner fails to comply with the term, rule regulation or restriction, or fails to remit the full amount of the fine within the allotted interval, each day of non-compliance shall constitute a separate violation and the Board is authorized to impose an additional fine for each violation.
8. A fine, when imposed is payable within ten (10) days. Any unpaid fine becomes a lien against the unit owned by the individual responsible for the violation.

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## **Appendix C (Continued)**

### **Enforcement of Parc Vue Midtown Rules and Regulations**

9. The Declaration permits and authorizes the Board to suspend services to a unit in which an owner has failed to pay fines, assessments or HOA dues. These services shall remain suspended unless and until the unit owner remits the full amount of the HOA dues, assessments or fines.
10. In the event that the Board is required to take legal action regarding a unit owner, the unit owner will be responsible for all attorney and court fees associated with resolution of the issue.

### **Parking Violations**

#### **Definitions:**

1. Vehicles found in Visitor Parking that have not been registered with Parc Vue Midtown staff are considered in violation of parking restrictions.
2. Owners or lessees who park vehicles in Visitor Parking and owners, lessees and guests who park vehicles in designated service/emergency spaces are considered in violation of parking restrictions.
3. Vehicles belonging to guests that are parked in Visitors Parking for more than twenty-four (24) hours are considered to be in violation of parking restrictions.
4. Owners, lessees and guests who park in other owner's or lessee's reserved parking spaces in the parking garages are considered in violation of the parking restrictions.

#### **Fines and Actions:**

1. Regardless of the reason for the violation, vehicles found to be in violation of parking restrictions must be moved immediately by the vehicle's owner.
2. If a vehicle is found to be in violation of parking restrictions, Parc Vue Midtown Property Management or staff will attempt to contact the owner of the vehicle to have the vehicle moved.
3. For vehicles found to be in violation of parking restrictions, in addition to imposing the schedule of fines or maximum single fine outlined in Item 4 of the **Enforcement – General** section above, Parc Vue Midtown Property Management and staff are authorized to have all vehicles found to be in violation booted or towed and may do so without notice to the vehicle owner.
4. The vehicle owner will be responsible for all fines and costs associated with the action taken in response to a violation of the parking restrictions.



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**PARC VUE MIDTOWN  
HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS PET  
WEIGHT CERTIFICATION**

OWNER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

UNIT # \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

I CERTIFY THAT \_\_\_\_\_ (NAME OF  
PET)

WEIGHS \_\_\_\_\_ POUNDS AND IS NOT OF A RESTRICTED  
BREED, INCLUDING: PIT BULLS, DOBERMAN PINCHERS,  
ROTTWEILERS, MASTIFS AND OTHER SIMILAR GUARD OR ATTACK  
BREEDS AS PROHIBITED IN SECTION IV, J1 OF THE PARC VUE  
MIDTOWN HOMEOWNERS ASSOCIATION RULES AND  
REGULATIONS

LICENSE NUMBER \_\_\_\_\_

NAME OF VETERINARIAN \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

---

## PARC VUE MIDTOWN KEY RELEASE FORM

### **Circle One**

January      February      March      April      May      June  
July      August      September      October      November      December

### **Circle One**

1      2      3      4      5      6      7      8      9      10  
11      12      13      14      15      16      17      18      19      20  
21      22      23      24      25      26      27      28      29      30  
31

### **Circle One**

2016    2017    2018    2019    2020

I, \_\_\_\_\_, residing in Unit No. \_\_\_\_\_

hereby authorize Parc Vue Midtown to release a key for my apartment to:

\_\_\_\_\_ on \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.  
(Name of person or company receiving the key)

I fully understand and acknowledge by signing below that Parc Vue Midtown is in no way responsible for damage or theft to my apartment or belongings.

I further agree that in the event of key loss/damage or lock damage that I will be responsible for any charges to replace lost keys or broken/replaced locks.

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Resident's Signature

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Parc Vue Midtown Representative's Witness Signature

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**PARC VUE MIDTOWN  
HOMEOWNERS ASSOCIATION CLUB  
ROOM RENTAL AGREEMENT**

The Club Room may be reserved for private functions. There is a **\$50.00 non-refundable fee** and a **\$100.00 refundable deposit** required to reserve any of these amenities. A reservation is considered booked and complete when both the reservation fee and deposit have been received by the Parc Vue staff.

Reservations will not be accepted for owners or lessees who are not current on HOA dues or assessments.

Reservations are accepted on a first-come, first-served basis. Please contact the Parc Vue Midtown concierge or staff if you wish to reserve one of the amenities for a private function.

The refundable deposit will be returned within seven (7) days following a private event, provided the area reserved is found to be clean and is reset to its original state when returned.

All or part of the deposit may be forfeited following a reserved event if the reserved amenity area is not satisfactorily cleaned, if damage has occurred to or within the area, or if any of the Rules and Regulations governing use of the amenities have been violated.

Cancellation of an amenity reservation must be made at least twenty-four (24) hours prior to the start of the reserved event. Failure to provide the Parc Vue Midtown staff notice of reservation cancellation - or if cancellation is made with less than the minimum twenty-four (24) hour notice, may cause all or a part of the deposit to be forfeited.

Weekly, bi-weekly or monthly reservations for the same purpose for the Club Room will not be accepted.

All private events in the Club Room must end by 11:00 PM (including clean-up time). Requests for extensions of this time must be approved by the Board at least 3 business days prior to the scheduled event. Approval to extend an event beyond 1:00 AM shall not be granted.

Extensions to reservation end times that are granted by the HOA Board will be charged to the owner or lessee making the reservation at a rate of \$40.00 per hour to cover the cost of additional security. This fee is paid in advance of the event. The HOA Board also reserves the right to deny specific requests to extend the end times of planned events.

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**PARC VUE MIDTOWN  
HOMEOWNERS ASSOCIATION CLUB  
ROOM RENTAL AGREEMENT  
(PAGE 2)**

When private events end, it is the owner's/lessee's responsibility to:

- a. Remove and empty all trash containers, placing the bagged refuse in one of the dumpsters located outside P1 parking area grate.
- b. Replace plastic trash container liners.
- c. Remove all equipment, furniture, decorations, food and beverages brought to the area for the event.
- c. Club Room furniture must be returned to their original positions.
- d. Clean/tidy up kitchen and bathrooms.
- f. Inform the courtesy officer the event is over and the room/area may be locked.

Furniture and fixtures from one area shall not be removed or taken to another area.

Following a reserved event, the condition and setting of the Club Room must be returned to its standard, original setting and condition (furniture returned to its original location).

Owners and lessees who reserve the Club Room will be held responsible for the cost of any cleaning or repair that must be made to the reserved common areas following the event for which they were reserved.

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Rental Date and Hours of Rental

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Resident's Name/Signature/Apartment No.

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Parc Vue Midtown Representative's Witness Signature

**Addendum to Lease at Parc Vue Midtown Condominium**  
**[This Addendum is required with all leases of units at Parc Vue**  
**Midtown Condominium]**

This Addendum is made and entered into on the date of last signature below by and between the undersigned parties, and this Addendum hereby amends that Lease Agreement between the undersigned Landlord and Tenant dated that date noted below, for the lease of Landlord's unit identified below ("Unit") at Parc Vue Midtown Condominium, by adding the following provisions thereto:

**1. ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS.** Tenant and Landlord acknowledge and agree that Parc Vue Midtown Condominium Association, Inc. (the "Association"), is a third-party beneficiary of the promises made in this Addendum to the Lease Agreement, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum and with the Declaration of Condominium for Parc Vue Midtown Condominium and the Association's Bylaws and rules and regulations, as may be amended. If there are any conflicts between the provisions of the Lease Agreement and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease Agreement shall continue in full force and effect.

**2. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION.** Tenant shall control the conduct of his or her family and guests to assure compliance with the Association's legal documents and shall indemnify and hold Landlord and the Association harmless for any such person's failure to comply. Landlord and Tenant agree that the violation by Tenant, or any occupant or person living with Tenant, of any provision of this Addendum, the Declaration, Bylaws or Association rules shall constitute a default under this Lease, and that the Association is hereby granted the authority and power to declare the Lease in default and terminated for any such violation. The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, Bylaws, Association rules or this Lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Landlord delegates and assigns to the Association, at the Board's discretion, the power to evict Tenant on behalf of and for the benefit of Landlord. If the Association proceeds to evict Tenant, any cost associated therewith, including attorneys' fees and court costs, shall be specially assessed against Landlord's Unit and shall be a personal obligation of Landlord, being deemed as an expense which benefits the leased Unit and Landlord. If Tenant, or any guest, invitee, licensee or family member of Tenant violates the Declaration, Bylaws or Association rules for which a fine is imposed, such fine may be assessed against Tenant and/or Landlord, as provided in the Declaration and Bylaws.

**3. PETS AND USE OF UNIT.** If Landlord permits Tenant to keep pets at the Unit, Tenant must comply with all Association regulations and Paragraph 10(j) of the Declaration regarding pets. If Landlord permits Tenant to keep pets at the Unit, Landlord and Tenant shall 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 Condominium. The Condominium is restricted to residential use, and Tenant shall use the Unit only for residential purposes as provided in the Declaration. Tenant shall not make any alterations or modifications to the exterior of the Unit except with written approval of Landlord and the Association. Tenant may not allow occupancy of the Unit by more than one person per 300 square feet of heated space in the Unit, or such lesser number as specified by Landlord in the Lease Agreement.

**4. MOVE-IN FEE.** At least 5 days prior to moving into the Unit, Landlord must notify the Association's managing agent of Tenant's intended move into the Unit and shall pay the Association the Association's applicable move-in/move-out fee and any applicable deposit.

[Continued on Next Page]

Landlord Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

**5. PAYMENT OF ASSESSMENTS.** Upon request by the Association, Tenant shall pay to the Association all unpaid annual, special and specific assessments which come due or are due during the term of the Lease

and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease. All such payments made under this Paragraph shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall pay the Association all late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent Tenant would be required to make such payments to the Association if Tenant were the owner of the Unit during the term of this Lease and any other period of occupancy by Tenant.

**6. MAINTENANCE AND INDEMNIFICATION.** Tenant shall promptly advise the Landlord of any condition of the Unit which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Elements affecting the Unit which requires repair or maintenance by the Association. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or Condominium of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or negligence of the Tenant, Tenant's guests, family, licensees or invitees, or (2) any failure of Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease.

**7. USE OF COMMON ELEMENTS.** Landlord transfers and assigns to Tenant for the term of this Lease all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Common Element use privileges, including but not limited to privileges to park vehicles on any common elements. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.

**8. SECURITY.** Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, periodically provide measures or take actions which improve safety on the Condominium. However, Landlord and Tenant, for themselves and their guests, licensees and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on or at the Condominium. Landlord and Tenant shall be responsible to protect their person and property and to provide such security as they deem appropriate. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

TENANT: \_\_\_\_\_  
\_\_\_\_\_  
(Signature) (Signature)

LANDLORD:

TENANT: \_\_\_\_\_  
\_\_\_\_\_  
(Signature) (Please Print)

NAME:

NAME: \_\_\_\_\_  
\_\_\_\_\_  
(Please Print)

UNIT NO.

Dated: \_\_\_\_\_  
\_\_\_\_\_

Date: