

**RULES AND REGULATIONS
OF
OLDFIELD AT GRANT PARK CONDOMINIUM**

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The following Rules and Regulations have been adopted by the Board of Directors of Oldfield at Grant Park Condominium Association, Inc. pursuant to Section 9 of the Declaration of Condominium for Oldfield at Grant Park Condominium recorded in Fulton County, Georgia Records (hereinafter referred to as the “Declaration”).

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

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

The Declaration of Condominium for Oldfield at Grant Park Condominium and the By-Laws for Oldfield at Grant Park Condominium Association, Inc. contain restrictions relating to the ownership of Units and occupancy by residents at Oldfield at Grant Park Condominium. The following Rules and Regulations serve to supplement those restrictions and are not intended to modify or limit them. It is suggested that you keep the Declaration, By-Laws, these Rules and Regulations any capitalized terms defined herein shall have the meaning ascribed to such terms in the Declaration.

- II. ENFORCEMENT. If any violation has not been remedied ten (10) days after written notice to the Unit Owner requesting that a violation cease and desist, the Association may suspend temporarily the use of the Common Elements, including the recreational facilities, and/or levy a fine of up to fifty dollars (\$50.00) per day for a continuing violation or \$50.00 per violation for any one (1) violation, and/or suspend the Unit's voting rights. However, without any additional notice, any vehicles found to be in violation of Section IX of these Rules and Regulations shall be subject to immediate removal from the property at the owner's expense. Additional legal action may be brought against the violator at the discretion of the Association.

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

III. GROUNDS CARE AND AESTHETICS.

A. Alteration of Units, Grounds, Structures and Landscaping.

1. Section 14 of the Declaration governs improvements and alterations of any nature. Any addition, modification or alteration to the face of the buildings, inclusive of patio and veranda areas, which requires attachments of any kind, shall be submitted in writing to the Board of Directors or the Architectural Control Committee (if appointed) and approved by them in writing prior to installation. Residents wishing to make any type of addition, modification or alteration to the face of the building, inclusive of any patio or veranda area, or any other exterior alteration, addition, fence, wall, patio or deck must submit a detailed written request to the Board of Directors or the Architectural Control Committee (if appointed) and are prohibited from making any such addition, modification or alteration without the written consent of same. The Board of Directors or its designee may, upon notice to the Unit Owner, remove unauthorized additions, modifications, or alterations at the Unit Owner's expense. Nothing may be hung or displayed, nor may signs, canopies, shutters or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Board of Directors or the Architectural Control Committee (if appointed).
2. Storm doors may be added at the resident's expense using only the approved design and color. The specification of storm doors (including but not limited to the design and color) is determined by the Board of Directors or the Architectural Control Committee (if appointed).

- B. Damage to Limited Common Elements and/or Common Elements. Any damage to the Limited Common Elements and/or the Common Elements, including but not limited to patios, verandas, building interiors, doors, sidewalks, curbs, shrubs and grass, caused by Unit Owner, residents, guests of Unit Owner or resident, or others hired by Unit Owners or residents are the sole responsibility of the Unit Owner. To ensure that proper installation procedures are followed, residents are required to employ only licensed and insured contractors and must coordinate with the management office when scheduling any electrical or plumbing work that could impact the Limited Common Elements and/or Common Elements.

- C. Windows. All window treatments, draperies, blinds, shades, drapery lining, valances, etc. visible from the exterior of the Unit, or any window or door, shall be solid white, off-white, or light grey on the exterior facing side.
- D. Patios and Verandas. Residents shall maintain patios and verandas in a clean, neat and orderly condition and appearance. Towels, bathing suits, car covers, blankets, rugs or other such items shall not be draped over the patio or veranda railing or left on or in any portion of the Common Elements for a period longer than 24 hours. Window boxes are not to hang over the exterior edge of the patio or veranda fences. Mops, brooms, buckets, or other such cleaning items shall not be stored on patios or verandas.
- E. Holiday Decorations. Holiday lights and decorations are permitted to be placed in the Limited Common Elements and/or on building exteriors provided the decorations do not damage Limited Common Elements, building, gutters or siding. Holiday decorations may not be displayed more than two weeks before or one week after the respective holiday.
- F. The American Flag. The Association recognizes the rights of each unit owner to exhibit patriotism. Notwithstanding language to the contrary appearing in the Declaration of Condominium, and in accordance with the Freedom to Display American Flag Act of 2005 (Pub. L. No. 109-243), owners of each unit shall be entitled to display the American flag within the owner's unit and/or with the resident's portion of the Limited Common Elements, subject to the limitations described herein. The Board of Directors, or its appointee, shall have exclusive authority for regulating any display of the American flag on the Common Elements. The following are the current limitations with respect to the time, placement and manner of the display within of the American flag within the Limited Common Elements:
1. The maximum size of an American flog permitted under these rules and regulations shall be three and one-half (3.5) feet hoist (width) and six and sixty-five hundredths (6.65) feet fly (length) (Size No. 7 as depicted in Executive Order 10834). The Board reserves the right to approve displays of larger American flags for limited time periods upon application to and approval by the Board of Directors or its appointee.
 2. The display of the American flag must not encroach upon any Common Elements, any other Unit Owner's or resident's Unit, or Limited Common Elements, or the air space of another Unit Owner's or resident's portion of Limited Common Elements.

3. The American flag shall not obstruct access, ingress or egress to or from the Common Elements, any other Unit Owner's or resident's Unit, or Limited Common Elements or other area necessary for the safe operation of the Condominium.
4. Unit owners or residents are responsible for all costs associated with the installation or maintenance resulting from the display of the American flag.
5. The American flag and flag pole may not be installed in a manner that would result in increased maintenance costs for the Association and/or owners and/or residents of other Units.

The Board of Directors reserves the right to place additional reasonable restrictions as to the time, place, and manner of the display of the American flag by an owner or occupant upon the Common Elements and/or Limited Common Elements in order to protect a substantial interest of the Association and its members. The Board of Directors, or its appointee, shall not adopt any rule or regulation prohibiting display of the American flag within a unit or upon the Limited Common Elements. Unless otherwise prohibited by the Board, residents who are not Owners may also display the American Flag in compliance with this section.

G. Landscaping.

1. Residents may plant flowers and/or plants inside their patio fence area. Maintenance of the flowers or plants is the responsibility of the resident and dead flowers or plants are to be removed at the end of the season. Any planting that is approved by the Board of Directors or the Architectural Control Committee (if appointed) that are not maintained during the growing season will be removed by the Association and the cost for removal will be billed to the Unit Owner. Any planting outside the patio fence area is prohibited except as designated in writing by the Board of Directors or the Architectural Control Committee upon application thereto.
2. No landscaping may be planted, transplanted or removed without prior written approval of the Board or the Architectural Control Committee (if appointed). Any planting outside the patio area must receive advance written approval from the Board.
 - a. Additional landscape plants that may be considered will be of a species already in use at the Condominium Property.
 - b. Any new planting beds will be limited in size by the Board.
 - c. New beds must be mulched with matching mulch.

- d. New plants will become the property of the Association, which will provide future mulching, pruning and fertilization. However, should any one of the plants die, the resident is responsible for replacement.
- H. Littering. Trash, litter, cigarette butts, bagged pet waste, and any other waste shall not be discarded in the walkways, parking areas or off of patios or verandas onto the Common Elements for any period of time.
- I. Storage. All personal property, such as lawn chairs, toys, bicycles, tables, etc., must be kept inside the patio or veranda area or the garage. Personal property maintained within the patio area may not be visible above the patio fence, with the exception of table umbrellas.
- J. Bulletin Boards. Bulletin boards may be placed upon the Common Elements by the Association, primarily to provide residents with general Association information. Personal notices may not be posted on anything other than the bulletin board. The bulletin boards may not be used to promote or advertise commercial activities or services.
- K. Satellite Dishes. Please see Oldfield at Grant Park Condominium Satellite Dish Rules and Regulations, which are attached hereto as Exhibit "A" and incorporated herein by this reference.

IV. SAFETY, SANITATION AND RESIDENTS.

- A. Children's Play. Children on bicycles must wear protective helmets as required by the laws of the State of Georgia.
- B. Common Elements. Residents shall not obstruct the Common Elements, including but not limited to, the sidewalks or lawn areas with equipment, furnishings, bicycles, toys, wood, grills, boxes or other objects and shall use these areas for the purpose of free access and usage intended by design.
- C. Grills. Grills may be used only in accordance with federal, state and local ordinances, including, but not limited to, fire protection and prevention codes as established and/or enforced by the State of Georgia or Fulton County, Georgia. No cooking on grills is permitted on any part of the Common Elements unless the Association has placed such grills upon the Common Elements. Use of gas grills provided by the Association must be operated by adult residents only and must be cleaned up immediately after use.
 - 1. Gas, electric or charcoal cooking grills are not permitted for use within fifteen feet of any structure in Oldfield at Grant Park. No

grills may be used or stored on driveways, balconies, or any other areas common or limited common elements. Grills should be stored in an owner's garage when not in use.

- D. Firearms and Fireworks. The use of firearms and fireworks upon the Common Elements is strictly prohibited.
 - E. Trash. Trash collection regulations require the trash containers not be set out prior to 5:00 p.m. the day preceding collection and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids are permitted for trash disposal. All trash for collection must be set out at the end of the driveway. Trash containers, when not set at the end of the driveway for collection, must be kept next to or inside garage. Residents will be responsible for cleanup of trash spillage from their containers.
 - F. Speed Limit. The speed limit throughout the Condominium Property is ten miles per hour (10 m.p.h.). Drivers must come to a complete stop at all posted stop signs. Drivers must yield to pedestrians.
 - G. Roommates. All roommates or guests of any Unit Owner or resident are subject to the Declaration, By-Laws and Rules and Regulations of the Association and any party entitled to occupancy of a Unit shall be responsible for the actions of such roommates and/or guests.
- V. SIGNS. No real estate signs are permitted upon the Common Elements or the Limited Common Elements. All real estate notices will be posted through a community bulletin that will be made available both online and by hard copy at the management office. A common sign will give notice that units are for sale or rent when one or more unit gives notice to the management office that it has posted its unit for sale or rent. Signs may be posted in the Common Elements and the Limited Common Elements for "Open House" events from 9 am to 7 pm on Sundays.
- VI. PETS.
- A. Owners' Responsibility. The owner of a pet shall be directly responsible for any damage or inconvenience caused within the community by the pet and for controlling the behavior of the pet. Any pet that is upon the Common Elements must wear a tag showing the name and address of the pet owner. All pets must be cared for, maintained and properly licensed as required by the State of Georgia and Fulton County, Georgia ordinances.

B. Leashes/Supervision/Confinement.

1. No pet shall be permitted on the Common Elements unless it is on a leash and under direct supervision at all times.
2. Pets must be walked away from buildings and walkways. Owners of pets shall be responsible for immediately removing the droppings of said animals from the Common Elements and grounds, including Limited Common Elements.
3. Pets shall not be permitted to roam outside. Pets shall be fed inside the Unit only and food shall not be placed on the patios or verandas.
4. No pet shall be staked or tied out of doors or left on a patio or veranda, nor shall any structure or pen for a pet be built on a patio or veranda or any portion of the Common Elements.

C. Restrictions on Type and Number of Pets. Only those animals, which are permitted by the Board of Directors pursuant to Section 14(h) of the Declaration, shall be permitted upon the Condominium property. Additionally, no more than two (2) generally recognized house pets (e.g., dog, cat, etc.) may be kept in any residence and such household pets shall weigh no more than a combined one hundred forty pounds. The Board of Directors must approve pets that exceed these requirements.

D. Nuisance.

1. All barking, noise and odors shall be kept under control by the resident so as not to disturb other residents and so as not to be a nuisance to the community.
2. A Unit Owner or resident shall remove or control, as required by the Board, any pet judged to be a nuisance by the Board of Directors.

VII. GARAGES/PARKING/TOWING/MOVING.

A. Garages. Garages shall be closed at all times, unless the garage door is in use or someone is actively occupying the garage.

B. Parking.

1. All parking by residents or guests must be: (a) within the garage, (b) in the Limited Common Elements—i.e. the driveway—in front of the garage door, or (c) on the street in such a manner so as not to block any other residents' access to the garage or street. Only guests may

park in the designated guest parking spots. Only residents may park in the designated resident parking spots.

2. All unit owners shall be required to **annually** register any vehicle or vehicles that will be parked on Oldfield at Grant Park property during the following calendar year. Unit owners will receive the required registration paperwork by email and by USPS at the end of each calendar year and shall be provided a clear deadline following receipt to complete and return—either via mail or email—to the property manager. Owners who timely submit vehicle registration paperwork can expect to receive the following year’s resident decals (no more than two) and two guest passes by December 31. New decals/passes shall go into effect every January 1st, and any previously-issued decals/passes will no longer be honored by the Association. Vehicles displaying prior decals or passes are subject impoundment or fine.
3. Guest parking is to be used exclusively by those who are temporarily visiting our community. Anyone (and their vehicle) staying at the property for more than thirty (30) days in a year is defined as a RESIDENT, and may not use guest parking. ALL GUEST VEHICLES MUST DISPLAY A VALID GUEST PASS HANGING FROM THE REAR VIEW MIRROR. Guests not displaying a valid guest pass or in violation of these rules will be booted immediately.
4. Common area resident parking is to be used exclusively by Oldfield at Grant Park owners, residents, and tenants. Guests may not park in resident parking. ALL RESIDENT VEHICLES PARKED IN A DESIGNATED RESIDENT PARKING SPOT MUST DISPLAY A VALID OLDFIELD DECAL/STICKER ON THE VEHICLES DRIVER’S SIDE WINDSHIELD. Residents not displaying a valid Oldfield resident Decal/Sticker will be booted immediately. Residents parked in guest parking will be booted immediately. Resident vehicles are never permitted to park in guest parking, even if a valid guest pass is displayed.
5. No vehicle—resident or guest—may remain in a single common area parking spot for more than a seventy-two (72) hour period. The 72-hour period shall begin when the vehicle first enters a parking space, and will continue until the vehicle leaves. Vehicle storage in common resident or guest parking areas is strictly prohibited, regardless of whether the vehicle is displaying a decal or pass.
6. No boats, canoes, jet skis or other water craft, boat trailers, trailers (either with or without wheels), mobile homes, motor homes, trailers of any kind, either with or without wheels, trucks (larger than a ¾ ton pickup), truck campers, campers, camper trailers, tractors, tractor-trailers, travel trailers, any vehicle used for commercial purpose or

with commercial writings on their exteriors may be parked on any street or driveway overnight. Other vehicles used for recreation (e.g., van conversions/RVs) not garage-able, will be permitted to park in the Limited Common Elements (e.g., in front of garage) for not more than forty-eight (48) hours and must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks, when in the area to perform service or repair work, are an authorized exception. No car may exceed the length of the driveway or spot that it is parked in.

- a. Inoperable vehicles (e.g., with flat tires, expired license tags, etc.) or vehicles which cannot be identified as belonging to a resident, which are parked in any Common Element or Limited Common Element for more than forty-eight (48) consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Units, Common Elements or Limited Common Elements, except for short-term emergency work or repairs of a minor nature (e.g., flat tire, battery charge, etc.).
 - b. The following vehicles are also prohibited upon the Condominium Property and no such vehicle shall be kept, placed, stored, maintained or operated upon the Condominium Property: abandoned vehicles, vehicles which are dismantled, partially dismantled, inoperative, discarded, unlicensed or which contain an expired license plate or an expired resident sticker.
 - i. A vehicle is presumed abandoned if it has been in a specific location for more than four (4) days without being moved and if it lacks either: (1) a current license plate, or (2) a current and valid state registration decal.
4. No vehicle shall be parked in any manner that blocks any street or driveway, or the ingress/egress to any garage other than the owners' garage. Parking in fire lanes is also strictly prohibited. **VEHICLES PARKED IN A FIRE LANE OR BLOCKING DRIVEWAYS/ROADS WILL BE IMMEDIATELY TOWED.** Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

C. Towing. The Association is expressly authorized to remove, at the expense of the vehicle owner, any unlawful or restricted vehicle in violation of the Declaration, By-Laws, or these Rules and Regulations of

the Condominium. The Association is also authorized to immediately boot, at the expense of the vehicle owner.

- D. Moving. All moving into or out of a Unit shall be done between the hours of 8:00 a.m. and 10:00 p.m. In addition to the foregoing, the Unit Owner shall be responsible for any and all damages caused to the Condominium Property by the Unit Owner, or any third party, as a result of such Unit Owner or any of its tenants, moving into or out of any Unit and such damages shall be the sole responsibility of the Unit Owner. Streets, driveways and parking areas within the Condominium Property are private and may not necessarily accommodate large trucks. Therefore, all Unit Owners and residents are urged to take the necessary precautions in order to avoid causing damage to any portion of the Condominium Property.

VIII. NUISANCES/DISTURBANCES/SOLICITATION.

- A. Nuisances. No Unit Owner, resident or their guests may act or use a Unit or any portion of the Common Elements in such a way as to unreasonably annoy, embarrass or discomfort other Unit Owners or residents or as to constitute, in the sole discretion of the Board of Directors or its designee, a nuisance. All Unit Owners, residents and their guests shall refrain from any act or use of a Unit or the Common Elements which could result in the cancellation of insurance carried by the Association or which could be in violation of any law or governmental code or regulation. Nothing herein shall be construed to affect the rights of an aggrieved Unit Owners to proceed individually for relief from interference with his property or personal rights.
- B. Noise Disturbances. Noise Disturbances. Noises and/or sounds resulting from activities, televisions, radios, stereos, musical instruments or pets within a Unit shall not disturb other residences. Any excessive noise or sound which can be heard outside the windows, walls, ceilings, floors or doors of a Unit shall constitute unacceptable noise and will therefore constitute a violation of this section. Volume on the above-mentioned items should not begin before 8:00 a.m. and should be minimized each day after 10:00 p.m. Monday through Sunday and 10:00 a.m. to 8:00 p.m. on Saturday. No construction or excessive noise or sound without expressly written consent of the Board or Property Manager on Sundays.
- C. Solicitation. Solicitation by commercial enterprises is not authorized within the Condominium Property. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Association as a planned community activity.

IX. SALES AND LEASING.

- A. Oldfield at Grant Park Condominium Documents. Any sale or lease within the Condominium Property must comply with Oldfield at Grant Park Condominium Instruments. Each Unit Owner who sells or leases their Unit shall provide a copy of the Declaration, By-Laws and Rules and Regulations of the Association to each tenant or purchaser prior to the closing of the sale or the commencement of a lease.
- B. Filing of a Lease. The Unit Owner is responsible for providing the management office with a copy of the lease, and any renewal, prior to the commencement of the lease. The Unit Owner is responsible for assuring that the lease complies with Association requirements; and to pay the annual lease administration fee. Tenants may be denied use of the Common Elements, including parking privileges, if an approved lease is not on file.
- C. Suspension of Use of Common Elements. In the event that the association suspends the rights of a Unit Owner to use the Recreational Areas or the right of a Unit Owner to use the Common Elements of the Condominium, such suspension shall also apply to all tenants of the Unit Owner.

X. REGISTRATION

- A. Person. Unit Owner's must file their contact information, including the Unit Owner's name, a valid mailing address, email address, and phone number, with the Board of Directors.
- B. Vehicle. All vehicles must be registered with the Association pursuant to Guidelines Section VII(B)(2) above. Residents may be fined or their vehicles may be towed or booted if it is found that a vehicle is not registered with the Association.