RESOLUTION OF THE BOARD OF DIRECTORS OF DUNWOODY HILLS CONDOMINIUM ASSOCIATION, INC.

This Resolution ("Resolution") of the Board of Directors of Dunwoody Hills Condominium Association, Inc. (the "Association") is made as of this 25th day of June, 2020, by the unanimous consent of all of the members of the Board of Directors.

WHEREAS, pursuant to Section 9(b) of the Declaration of Condominium for Dunwoody Hills, recorded in Deed Book 18069, Page 223, Fulton County, Georgia records (the "Declaration"), and Article V, Section 1 of Bylaws of Dunwoody Hills Condominium Association, Inc., attached as Exhibit "C" to the Declaration (the "Bylaws"), the Association's Board of Directors has the authority to make, modify, repeal, and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Units and the Common Elements;

NOW, THEREFORE, BE IT RESOLVED, that the Dunwoody Hills Condominium Association, Inc. hereby repeals all prior rules and regulations not contained within the Declaration and adopts the rules and regulations as set forth on Exhibit "A" attached hereto and made a part hereof by this reference. This Resolution shall exist in full force and effect until modified, amended, or revoked by the Board of Directors of Dunwoody Hills Condominium Association, Inc.

Board of Directors:
Dunwoody Hills Condominium Association, Inc.

Exhibit "A"

DUNWOODY HILLS CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

AMENDED JUNE 2020

Each Owner shall have the authority to enforce these Rules in accordance with the terms of the Declaration and the By-Laws. Any Owner or occupant may report violations of Rules and Regulations to ACCESS MANAGEMENT GROUP – 770-777-6890. If an Owner or occupant has observed a violation of a Rule or Regulation, and if the violation may be deemed dangerous to others, or to the property, it should be reported verbally as soon as possible to ACCESS MANAGEMENT GROUP.

RESTRICTIONS

- 1. Each unit shall be used for residential purposes only. No business or business activity shall be carried on in any Unit at any time unless the conduct of such business or business activity, in the sole discretion of the Board, is not visible from streets or property neighboring such Unit, does not otherwise violate the provisions of the Declaration or Bylaws, does not create a disturbance, and does not unduly increase traffic flow or parking congestion. Exceptions shall be evaluated and approved by the Board of Directors.
- 2. More than a single family shall occupy no Unit. If persons occupying a Unit are not related, then the number of persons occupying a Unit will be limited to two (2).
- 3. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any Owner or occupant on any portion of the Property, at any time, either temporarily or permanently.
- 4. There shall be no obstruction of the Common Property, nor shall anything be kept, parked, or stored on any part of the Common Property without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from the Common Property except upon the prior written consent of the Board of Directors.
- 5. Use of the Limited Common Elements is restricted exclusively to the Owners of the Unit and their families, tenants, and guests. The Unit Owner is responsible for their families, tenants and guests conduct on the Limited Common Elements.
- 6. Without the prior written consent of the Association, nothing shall be done or kept on the Property, which would increase the rate of insurance on the Property. Nothing shall be done or kept on the Property, which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirements of any governmental body.
- 7. No owner or occupant of a unit may use or allow the use of any part of the Condominium for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment or discomfort to other Owners or occupants, or in such a way as to constitute a nuisance.
- 8. No Owner shall do any work, which would jeopardize the soundness or safety of the Property.
- 9. Any owner shall permit no damage to or waste of the Common Property or of the exterior of any building constructed upon.

- 10. The display or discharge of firearms or fireworks on the Common Property is prohibited.
- 11. Personal property is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property.
- 12. The pursuit of hobbies or other activities, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of the Property. Car maintenance of any kind (including oil changes) is not allowed on the Property.
- 13. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside. Appropriate outdoor items, such as neatly stacked firewood (which is to be on a log rack), patio furniture, and bicycles may be kept on a balcony or patio only. No grills are permitted to be kept on the balcony or patio at any time. No items may be kept, stored, or parked on walkways, sidewalks or around steps or front doors with the exception of up two (2) potted plants and up to two (2) patio furniture style chairs OR one (1) patio furniture style two person bench to be located within ten (10') feet of the unit's main entry door placed on the concrete or deck walkway and their placement shall not impede ingress/egress to another unit.
- 14. No garage sales, carport sale, yard sale, flea market or similar activity shall be conducted on any portion of the Property without the prior written consent of the Board of Directors.
- 15. Window treatments of a Unit visible from outside the dwelling shall be white or off-white in color.
- 16. Nothing shall be thrown or placed so that it can fall from a patio or balcony. All unsecured objects shall be removed from patios and balconies during extended absences of the Owner or occupant. An Owner or occupant will be held liable for any damage or personal injury arising from the fall of any unsecured object.
- 17. Watering plants, sweeping, and mopping patios and balconies, and all other activity on patios and balconies, shall be done so as not to interfere with persons residing in lower or adjacent units or common areas. No cigarettes or fireworks shall be thrown from patios or balconies or anywhere else.
- 18. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited. No clothing, rugs or any other item may be hung on any railing or fence enclosing any balcony, deck, terrace, or patio.
- 19. To provide a neat, attractive, harmonious appearance throughout the property, no awnings, shade screens, privacy screens, curtains, drapes, deck under cover system, décor, or other items shall be attached to, hung, or used on the exterior of any building without prior written permission of the Board of Directors.
- 20. Advertising is not to be displayed in any common area, except the Association Bulletin Board. No soliciting is permitted on the common areas. Circulation or delivery of unrequested circulars, advertisements, products or other materials affixed to or placed under the doors of units, placed or in any way affixed to Owner's or occupant's automobiles, or otherwise affixed, distributed or ~left in the common areas is prohibited.

PETS

1. No Owner or occupant may keep any pets, other than generally recognized household pets. No Owner

- or occupant may keep more than two (2) household pets, excepting birds or fish. No pet may be kept that exceeds fifty (50) pounds.
- 2. No Owner or occupant may keep, breed, or maintain any pet for any commercial purpose.
- 3. Pets may not be kept outdoors on any balcony, deck, patio, or terrace area without supervision of its owner. Pets may not be left unattended outdoors. Dogs must always be kept on a leash and be under the physical control of a responsible person while outdoors.
- 4. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance.
- 5. All pet droppings shall <u>immediately</u> be removed from the Property. Moving the droppings into pine straw or concealed areas on the Property is not acceptable removal. Owners and occupants shall be charged for repair of any damages or replacement of items in the common areas caused by their pet (s).
- 6. No pit Bulldogs or other dogs determined to be dangerous, at the sole discretion of the Board of Directors, may be brought on to the property at any time.
- 7. Pets found wandering on the property, unleashed and alone, will be picked up by Animal Control.

PARKING

- 1. Disabled and stored vehicles are prohibited from being parked on the Property. Trucks with dual wheels, vans, boats, trailers, campers, mobile homes, and vehicles used primarily for commercial purposes and vehicles with commercial writings on. Their exteriors are also prohibited from being parked on the Property without prior written consent from the Board of Directors.
- 2. A vehicle shall be considered "disabled," if it does not have a current license tag or is inoperable. Such a vehicle shall be considered "stored," if it remains on the Property for fourteen (14) consecutive days or longer without the written permission of the Board of Directors.
- 3. If any vehicle is parked on any portion of the Property in violation of the By-Laws, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours, the vehicle may be towed.
- 4. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another vehicle, is parked in front of retaining walls, fire hydrants or along curves, no notice shall be required and the vehicle may be towed immediately.
- 5. No owner or occupant may keep, on the Property, more than two (2) vehicles at any time without prior written consent of the Board of Directors. If approved, additional vehicles must park at the tennis courts.
- 6. The maximum speed limit on DUNWOODY HILLS property is ten (10) miles per hour.

POOL RULES

1. No glass, sharp objects or hazardous materials allowed.

- 2. No animals other than service animals allowed.
- 3. Shower and rinse thoroughly before entering the pool.
- 4. No food or drink within five feet (5') of the pool.
- 5. Children must be accompanied by an adult.
- 6. Swimmers with open wounds, skin conditions, or any communicable condition not allowed.
- 7. No solo swimming.
- 8. Swimmers shall wear swim attire.
- 9. No spitting, spouting, or blowing nose.
- 10. No running or rough play allowed.
- 11. Maximum bather load: 65
- 12. Hours of operation: 8:00 A.M. to 9:00 P.M.

If you are in violation of any of these rules you may be asked to leave and/or be fined.

A designated access card assigned to your unit must be used to enter the pool area. Any entry, other than utilization of the assigned access card for the Unit, will be deemed as a criminal trespass and may be prosecuted in accordance with the laws of the State of Georgia.

HEATING OF DWELLING IN COLDER MONTHS

1. In order to prevent breakage of water pipes during colder months of the year, resulting in damage to the Property, the thermostats, within the dwellings, shall be maintained with the heat in an "on" position and at a minimum temperature setting of sixty (60) degrees Fahrenheit during the months of October, November, December, January, February, March and April whenever the temperature is forecasted to or does reach thirty-two (32) degrees Fahrenheit or below. Owners and occupants shall take all steps possible, on a timely basis, to keep heating equipment in good working order and repair.

SIGNS

- 1. No signs, of any kind, shall be erected, placed, or permitted to remain on the Property without the prior written consent of the Board.
- 2. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.
- 3. One (1) "For Sale" or "For Lease" (if permitted to lease unit) sign not to exceed two feet (2') by two feet (2') may be displayed in the window of the unit.

TRASH/REFUSEDISPOSAL

- 1. All household rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate therein. Do not leave anything on the ground outside of a Unit at any time or within the trash enclosure.
- 2. All trash must be placed in closed containers prior to disposal in the trash dumpster. Under no circumstances shall any trash or garbage be placed in any other common area.
- 3. No toxic or flammable material may be placed in the trash dumpster.
- 4. No auto batteries, paint, oils, or petroleum products may be placed in the trash dumpster.
- 5. Absolutely no appliances, furniture or construction debris may be placed in the dumpster or dumpster area.
- 6. Large containers, moving cartons or other large parcels must be broken down before placing in the recycling containers or trash compactor.
- 7. Comply with all recycling regulations.

SATELLITE DISHES

1. The Federal Communications Commission ("FCC") allows antennas and satellite dishes ("Dish") to be installed on individually owned property or exclusive use areas, such as the unit interior and limit common element serving a single individual unit.

A unit Owner or Occupant may place one (1) satellite dish (not to exceed one (1) meter in diameter), within their unit or on the rear deck, patio, or terrace that solely serves their unit, but the dish must be wholly contained within the unit or rear deck, meaning, the dish in its entirely must remain within the deck area and shall not protrude over or extend beyond the boundary of the railing of any deck, patio, or terrace in any way. Dishes shall only be mounted on a tripod, properly secured so that they do not jeopardize the soundness or safety of any structure or the safety of any Owner or Occupant. A Dish may not, under any circumstances, be mounted on or attached to any aspect of the building to include, but not be limited to, roof, siding, trim, deck post/baluster, deck railing, or deck board (floor). All exterior wiring of a Dish must be installed to be minimally visible, and no wiring or cabling will be allowed on the exterior surface of any building.

All installations must be completed so that they do not damage the Common Elements or Units or in any way impair the structural integrity of any building. The exterior of a building may not be penetrated unless such penetration is necessary to receive an acceptable quality of signal or if alternate methods of installation would unreasonably increase the cost of installation. If a penetration through the building exterior into the unit is necessary to run cabling for the dish, the penetration must be properly water-proofed and sealed in accordance with applicable industry standards and building codes, and the Unit owner assumes all responsibility for the maintenance and repair of the penetration area to prevent water damage, and shall be responsible for the repair and replacement of any portion of the Condominium damaged or destroyed as a result of water intrusion resulting from the penetration. A Dish may not be installed in a manner that would result in increased maintenance costs for the Association or other Owners. If any maintenance costs increase because of the installation of a Dish, the Owner of the Dish shall be responsible for all such costs. All costs of installation, maintenance, repair, and replacement of

Dishes shall be the responsibility of the Owner and/or Occupant responsible for the installation of the Dish.

TENNIS COURTS

- 1. Owners and occupants shall occupy only one court when others are waiting.
- 2. Players must yield court after one hour if others are waiting.
- 3. Guests must always be accompanied by a Unit Owner or occupant.
- 4. No glass containers or food are allowed on the courts.
- 5. The courts shall be used for playing tennis only. Bicycles, tricycles, skates, skateboards, pets, etc., are not permitted on the courts.
- 6. Proper footwear is required.

STORAGE

- 1. Every unit Owner is entitled to one storage locker if they are in financial good standing. Padlocks for the lockers are the responsibility of each owner.
- 2. Keys to the storage buildings will be issued by a member of the Board of Directors. Replacement keys are \$5.00.
- 3. It is the responsibility of everyone to lock the storage buildings behind them and turn off the lights.
- 4. Responsibility for the contents of the storage units is the owners alone.
- 5. Anything left in the aisles will be removed from the property.
- 6. Combustible Items and/or Fluids are prohibited from being stored in storage lockers. This would include, but not be limited to, gasoline, oil, solvents, thinners, cleaners, adhesives, paints, waxes, polishes, propane tanks, etc.

LEASING OF UNITS

- 1. Leasing of Units within Dunwoody Hills is prohibited unless a leasing permit has been issued by the Association to lease the Unit.
- 2. Please refer to the Associations Declaration, Leasing Amendment, and Leasing Rules & Regulations and inquire about the current Waiting List, if applicable.
- 3. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease.