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COMMUNITY DIRECTORY

PREFACE

The purpose of the manual is to provide a simple introduction to the Wren's Cross of Atlanta Condominium Association and its operations, to ease the transition for new residents and ultimately provide a more harmonious environment for all. It is designed to answer most of owners' frequently asked questions and to provide a good idea of whom to contact. The information is based on the Association's governing documents (Declaration, Bylaws, Rules and Regulations) and Wren's Cross (WC) operating procedures. **This guide is NOT meant as a substitute for the governing documents.** If there is any situation in which a conflict exists between anything in the manual and the governing documents (Declaration, Bylaws, Rules and Regulations), the latter is the final word.

We have tried to cover as much information as possible in this book, however, you should make a point to read and understand the governing documents. We know that changes or corrections are inevitable. Replacement pages will be sent to you from time to time as this guide is designed so that, when changes occur, those pages can be substituted without republishing the entire document.

Section I: Introduction to the Wren's Cross Condominiums

This section contains brief descriptions of the physical aspects of the property, a basic introduction to condominiums in general, and a summary of how Wren's Cross operates with specific emphasis on the roles and functions of the Association, the Board of Directors and the property management company.

Section II: Rules, Regulations, and Restrictions

All residents are responsible to read and comply with the rules, regulations and restrictions of the community. One of the main purposes of this section is to help familiarize homeowners with the rules, regulations and restrictions. A secondary purpose is to help them appreciate the role and significance of the documents that govern the use of the property and the conduct of the people in the community. This section also includes a brief description of how rules are developed and enforced. Two of the most important documents, which homeowners and tenants are required to follow: the Declaration and Bylaws -are NOT included because of their size and the requirement that they be provided to prospective buyers and tenants. If you do not have copies, contact the Property Manager. You may also obtain copies by visiting the Wren's cross website. www.wrencross.com

Section III: Maintenance (Preventive, Repair, Replacement)

Who is supposed to fix what, and how do I get it done? These are the questions this section is designed to answer. The answers are different if you live in a condominium vs. a single-family dwelling vs. an apartment. In fact, the answers are not the same from one condominium to another. This section is designed to help you figure out how to report problems and get things fixed that are the responsibility of the Association to maintain.

SECTION I: INTRODUCTION TO WREN'S CROSS

The Community and its Organization

What is Wren's Cross?

Wren's Cross (WC) is a condominium community. It is situated on a large park-like property of 22 acres. The community consists of 91 units of single floor ranch style homes and two and three story townhouses in fifteen (15) buildings plus a pool, tennis court, and clubhouse. The Board of Directors, elected by the owners, manages it. Wren's Cross operates in the private sector, somewhat like small town governments do in the public sector. The association is responsible for ensuring that the property is properly maintained and covenants are enforced.

What is different about living in a condominium?

Condominiums provide a form of property ownership in which people own their individual units, together with an undivided or shared ownership interest in common property. At Wren's Cross homeowners share a pool, tennis court, clubhouse and common areas including the landscaped areas, streets and parking lots. The Association is responsible for maintaining all common elements as well as part of the buildings' exteriors. Owners therefore have significantly less direct responsibility for maintenance when compared with owners of single-family dwellings. Unlike living in an apartment, ***condominium owners are responsible for all maintenance on the inside of the unit as well as their patios.*** The governing documents of the association provide the methods and means for managing the property. At Wren's Cross, like other condominiums, the use of property and conduct of owners are bound by declaration, rules, regulations and controls.

What Is the Association?

Wren's Cross of Atlanta Condominium Association, Inc. (WCCA) is the organization responsible for administering the condominium and which operates through its Board of Directors. The association is responsible for

- 1) operating commonly owned facilities and property such as swimming pools, tennis court, clubhouse, roads, green belt areas;
- 2) providing community services (water, sewer, and sanitation);
- 3) adopting and enforcing rules and regulations to preserve community standards and protect property values;
- 4) organizing activities designed to build community spirit and encourage social interaction.

All homeowners by virtue of their ownership are members of the WCCA. Each is entitled to one equally weighted vote for each unit owned. The Association meets annually in December to elect new Board members and conduct other business. During the year the Board of Directors meets on the third Wednesday of each month and is responsible for the administration of the community. A property management company, currently Community Management Associates (CMA), is hired by the Association to deal with most of the day-to day operations. CMA works closely with and reports to the Board of Directors.

What is the Board of Directors (BOD)?

The Association is a quasi-government, which through its Board of Directors (BOD) carries out the private laws of the community contained in the Declaration, Bylaws, Rules and Regulations. The Board is responsible for managing the affairs of the Association in accordance with the governing documents including setting the annual budget and the contribution of each owner to common expenses. All seven (7) members of the WC board are nonpaid homeowners. They are elected by the owners to serve two (2) year terms. The principal officers include the President, Vice-President, Secretary and Treasurer who are annually elected by and from the Board. The Board meets monthly and homeowners may attend. In addition to the Board, the Wren's Cross organization includes three standing and several special committees made up of homeowners. Homeowners are encouraged to get involved in the community and volunteer for service on committees and the Board.

What is the role of the management company?

Wren's Cross contracts with a property management company, Community Management Associates (CMA) to carry out the policies of the Board and to manage the Association's day-to-day business affairs. On behalf of the Association and

under the direction of the Board, CMA is responsible for:

- 1) collecting and disbursing of funds;
- 2) maintaining records and accounts;
- 3) handling maintenance request ;
- 4) attending monthly and annual meetings (as requested by BOD);
- 5) helping administer the Association's rules, regulations, and architectural control provisions;
- 6) and distributing some community wide correspondence (notices).

The accounting department at CMA handles our financial affairs, under the direction of the Board.

What is the role of the Property Manager?

A Property Manager is assigned to us by CMA. The Property Manager works closely with the Board, particularly the President, to fulfill the obligations of the CMA contract. The Property Manager is the person that homeowners contact to report a maintenance problem or violation or to resolve other problems. The Manager works with homeowners, contractors, and the Board to serve our best interests and carry out the objectives of the Association. It is their job to let the Board know of problems, suggest ways to resolve the problem and the estimated cost of solving the problem. It is the Board's decision, in the end, as to what will be done. The manager receives requests from owners for actions, complaints, compliments and either handles them according to the governing documents or refers them to the Board for their action.

Where do I get more information?

For more information about Wren's Cross or its organization, consult the governing documents, which are posted to the website (www.wrencross.com). The community also has a Google address where you may send out information and receive information from the BOD or from other homeowners. To be added to the Google group contact Bela Jacobson at belanaomi@gmail.com.

SECTION II: REGULATIONS and GOVERNING DOCUMENTS

Governing Documents: What are they and what are their functions?

The purpose of the Association's governing documents is to provide a legal structure and procedures for operation of the community. Together the documents

- 1) define the rights and obligations of both the Association and Owners,
- 2) create a binding relationship between each owner and the Association,
- 3) establish the mechanisms for funding and governing the Association's operations.
- 4) set forth rules and standards for the protection of both the owners and community,
- 5) enhance property values,
- 6) and promote harmonious living.

The following are the Association's governing documents. They are in hierarchy order. Not all documents cover the same issues, but there is redundancy in some documents. Stated another way if there is a difference in language or a conflict (which we hope there is not) between documents, the Georgia Condominium Act holds precedence. Please note that owners and tenants are required to be in possession of these items.

Declaration

The Declaration is the legal document which defines the property, the boundaries of each unit, the common elements, and limited common elements. The Declaration includes provisions for allocating the undivided interests in the common elements as well as the votes and common expenses attributable to the owners. It contains, but is not limited to, the obligation to pay assessments, and allows for enforcement of the rules and regulations and establishment of by-laws.

Bylaws

The Bylaws provide for the self-government of the corporation doing business as Wren's Cross of Atlanta Condominium Association, Inc. They define how we are to conduct the business of the community. It contains definitions and criteria for membership, voting, meetings for the Association and the Board of Directors; descriptions of the powers and duties of the Board of Directors and Officers including rule making and enforcement procedures.

Rules and Regulations

Rules and regulations do more to enhance property value and promote community harmony than any other factor. Wren's Cross (WC) enforces regulations and covenants to ensure a high quality of life for residents and to preserve property values - not to harass residents. One of the most important ways this can be done is for all residents to understand the rules and appreciate the sources for their authority as well as the rule making and amending processes.

How do I Get Copies if I don't have them?

Owners should get their documents during the closing process; tenants should get their copies from the owners from whom they are leasing. If you do not have one you may contact a Board Member, CMA or visit the website.

Who makes and amends the rules?

The Declaration and Bylaws of Wren's Cross Condominium can be amended by a vote of 2/3 of the total eligible owners. Rules and regulations are adopted and amended by the Board of Directors. If you have suggestions for changes in rules and regulations or any of the governing documents, please send your suggestions and rationale in writing to the Board.

Who enforces the rules?

The Board of Directors is charged with enforcing rules and regulations of the Declaration and Bylaws. We need the assistance of all residents to be effective in the enforcement of rules. Please note that you may choose to do so anonymously. In situations where the matter cannot be resolved amicably, a signed complaint may be required. When violations are reported, the Board and management company takes action after verifying the violation. The governing documents provide mechanisms for fines and other sanctions up to, and including, a lien on the unit.

Enforcement

- 1.) A violation is reported and verified by the BOD.
- 2.) A violation letter is sent to the owner by the community manager or other persons authorized by the Board. It shall advise the owner of the violation, a specific time period to remedy and possible consequences of the failure to do so.
- 3.) The owner at that time has an opportunity to correct the situation or meet and discuss with the Board.
- 4.) The Board considers the issue and levies fine or other remedies thought appropriate.

It should be noted that in the case of tenants or guests, owners are held responsible for the actions of those living in or visiting their units.

SECTION III: MAINTENANCE (Preventive, Repair, Replacement)

Who is responsible for maintaining what?

The responsibility for maintenance at Wren's Cross falls into two categories: those for which the Association is responsible, and those for which the Homeowner is responsible. The Board is charged with ensuring that the property is maintained. The Bylaws are the governing document in this case. Article VI, Section 5: Association Responsibilities defines who is responsible and what actions can be taken to assure that the responsibilities are met. Even if homeowners are not responsible for the maintenance, it is their responsibility to report problems to the Association or property manager as soon as they are noticed. Typically, the sooner a problem is detected and corrected the less it costs and the less incidental damage is done. Following is a summary of who is responsible for what.

The WC Homeowners Association is Responsible for:

- 1) Common areas including landscape, street lights, swimming pool, tennis court, clubhouse, parking lots, drives, side walks
- 2) Certain exterior areas of buildings and garages
 - a. Roofs and Siding
 - b. Balconies
 - c. Brick surface of buildings and garages
 - d. Gates and fencing
 - e. Gutters and downspouts to the point they intersect the ground.
 - f. Retaining walls and landscape timbers.
- 3) Certain utility lines, pipes, wires, vents
 - a. Those serving more than one unit
 - b. Those on common property up the point where they enter the building.

The Homeowner is Responsible for:

- 1.) Interior of unit including framing, wood, dry wall or other building materials on the unit side
- 2.) Water mitigation on the inside of the unit, including dry out and mold and mildew mitigation
- 3.) Certain exterior areas of buildings and garages including**
 - a. Windows
 - b. Doors, door frames and thresholds
 - c. Locks
 - d. Light fixtures

- e. Hardware attached to surface of unit
- 3.) Parts of heating and air conditioning, plumbing and electrical systems which serve the individual unit exclusively, even though parts of those systems may lie under or outside the unit boundaries, for instance chimneys or individual plumbing pipes.
- 4.) Patios and Decks
- 5.) Certain utility lines, pipes, wires, vents or portions thereof
 - a. All initiated within the unit boundaries
 - b. The portion of which serves only that unit commencing with the unit boundary
- 6.) *If your unit contains an addition or alteration to the original plan whether you or a former owner made the alteration, you are responsible for all maintenance for the addition. Some examples but not inclusive include: rooms added on patios, chimneys, and landscape additions.*

Maintenance Emergencies - 404-835-9100 (CMA)

An emergency is a real or perceived situation that cannot wait until the next normal business day, which has caused actual damage or injury, or which may potentially cause imminent damage or injury to property or persons. The Association is charged \$35 for calls on the weekend or after hours. If the situation is not an emergency, the person reporting the problem will be charged the fee. Be sure to describe the exact nature of the problem, the location and a number where you can be contacted

CMA (Property Manager)	404-835-9171
CMA Emergency and after hours:	404-835-9100

Questions about or follow-up on requests should be directed to the Property Manager.

Who will make the repairs?

The owner is responsible for contracting and paying for all maintenance repairs for which the owner is responsible. He or she may use the contractor of their choice. If in the course of repair or replacement incidental damage is done to the common elements or any portion of the building for which the Association is responsible, the owner will be liable for repair of the damage.

Pool

The Association contracts with a company to maintain the pool. The pool company monitors and manages the chemicals and cleans the pool. Service is twice a week

when the pool is open and once a month when it is not. The pool company reports to the Property Manager. If you have questions about the pool or need to report a maintenance issue, contact the property manager or tell a Board member.

Landscape

The landscape maintenance company is responsible for cutting grass and shrubbery, picking up trash, blowing off curbs, walks, streets and tennis courts as well as providing and applying fertilizer, herbicides and insecticides for turf and shrubbery. Service is provided weekly. If you have questions or concerns about the landscape, please contact CMA or the BOD.

Garbage, Trash, & Recycling

Garbage pick up is covered by your monthly dues. Recycling is up to each homeowner and is paid for by the homeowner. For information on what can be discarded or to check the holiday schedule, visit the Dekalb County website at www.co.dekalb.ga.us or www.co.dekalb.ga.us/publicwrks/sanitation.

What if I want to change or improve the landscape near my unit?

Homeowners must have approval in writing from the Board and the Architectural Committee prior to any improvements, installation of plants, and plant replacement or plant removal on Common Elements or Limited Common Elements. The requests or proposal for changes to landscaping on Common Elements must be made in writing and submitted to the Wren's Cross BOD. Owners considering such a change are encouraged to discuss your ideas and plans with the Landscape Committee prior to making application.

What if I suspect a termite problem inside my home?

If a termite related problem is detected, whether on the interior or exterior of the building, please contact the property manager. Wren's Cross has both treatment and repair bonds with Arrow Exterminators 404-943-1208. This means that if you have an infestation, they are required to retreat at no additional charge. Arrow is also required to repair Termite damage it at no additional charge.

***THE RULES AND REGULATIONS
OF THE
WREN'S CROSS OF ATLANTA CONDOMINIUM
ASSOCIATION, INC.***

WWW.WRENSCROSS.COM

December 15, 2010

Wren's Cross Rules and Regulations

This section contains the Rules and Regulations for the Wrens Cross of Atlanta Condominiums. The rules in this document supplement those contained in the Declaration of Condominium filed in the DeKalb County records along with property deeds at the time of purchase.

In order for the Association to enforce the rules and regulations and lawful provisions of the Wrens Cross Declaration and By-laws, the Board of Directors is empowered to carry forth procedures set forth in Article VIII, Section 1 of the By-laws. In addition, the Association may suspend voting rights in accordance with the Condominium documents.

We each have ownership in a "condominium" unit. The prefix "con" means "to bring together" and the root "dominium" means "ownership rights". Such ownership of a unit carries with it many of the usual responsibilities inherent in ownership of any home. However, living in close proximity and sharing common facilities and spaces requires additional considerations and acceptance of responsibility. Some rules herein are based on safety concerns, insurance liability and most of all, common courtesy.

TERMS:

Common Elements

As defined in Section 4 of the Declaration, Common Elements shall include all portions of the property not within the boundaries of a unit. Common Elements include: Grounds, Walkways, Roadways, Parking areas, Pool area, Clubhouse, Tennis Courts.

Limited Common Elements

As defined in Section 4 of the Declaration, Limited Common Elements shall include the fenced patio area extending behind each unit, doorsteps, porches, porch lights, doors and decks adjacent to and serving a unit.

Resident

Shall refer to both homeowners and tenants.

IMPORTANT PHONE NUMBERS

POLICE/FIRE 911*

*This will reach DeKalb County. *Tell the Dispatcher that you are in the City of Dunwoody.*

Property Management Company

Community Management Associates (CMA)

www.cma-atlanta.com

Property Manager:

404-835-9171

Robin Anderton

randerton@cma-atlanta.com

CMA Emergency and after hours:

404-835-9100

Jane Burdette, Board President

404-557-5628

Camilo Caballero, Board Member

678-612-9637

Matt Schaffer, Board Member

404-660-2977

Dunwoody Police (non Emergency):

404-294-2911

DeKalb Water & Sewer Emergency:

770-621-7200

DeKalb County General Info:

www.co.dekalb.ga.us

DeKalb County Sanitation:

404-294-2900

DeKalb County Animal Control:

404-294-2996

Georgia Power- To report an outage:

888-891-0938

City of Dunwoody:

678-382-6700

www.dunwoody.ga.gov

Community Chat Group: to be added to list, contact belanaomi@gmail.com

Wrens' Cross participates in the Neighborhood Watch program sponsored by the Dunwoody PD. Your Neighborhood Watch Coordinator is Tony Fernandez. To join contact Tony Fernandez at ukvet327@yahoo.com.

EMERGENCY PROCEDURES

- 1) Protect yourself first, **call 911** and help your neighbors if possible.
- 2) Contact the management company at 404-835-9100 and a Board member.
- 3) Stay out of harm's way and proceed to the Clubhouse. The Clubhouse will be the gathering point and command center. A Board member or Building Captain will have the key and will meet you there.

SECURITY TIPS

- 1) Report any suspicious activity, persons or cars to 911 immediately. Please make CMA, a Board Member, and your Neighborhood Watch Coordinator aware of the situation and send the information out on the community Google group.
- 2) Leave one or two lights on inside your home at night and leave outside lights on next to the front door and on the patio. Put your lights on a timer when you are away.
- 3) When you are away, ask your neighbor to watch your unit. It is also advisable to leave a key with a neighbor or a friend.
- 4) Be certain that all doors and windows are securely fastened and locked when leaving your home.
- 5) Dunwoody PD has a vacation program where they will check on your property while you are away. You can sign up for the service on the City of Dunwoody website (www.dunwoody.ga.gov).
- 6) Have emergency telephone numbers placed in an obvious area or taped to the telephone.
- 7) Do not attempt to challenge or stop a suspicious person or intruder. **Call 911** immediately and give as much information as possible.
- 8) Lock your car and do not leave anything of value in site. That includes, but is not limited to, cell phones, CD's, GPS systems, sunglasses, computers, loose change.

9) Never open your door to persons unknown to you.

10) Know your neighbors!!

DUES AND ASSESSMENTS

1) Monthly homeowner dues are due by the 1st of each month.

2) A 10% late fee will be assessed after the 15th of the month and each month the account is in arrears.

3) When the account becomes delinquent in the amount of \$750, the Association has the right to remove the homeowner's and/or renter's vehicle, suspend use of amenities, lien the property and take other measures as allowed by the by-laws and by The Georgia Condominium Act - up to and including foreclosure.

4) In the event of an assessment, the amount will be divided equally among each homeowner. A special notice will outline the amount and terms of the assessment.

5) Pursuant to Georgia law, interest will be charged on all delinquent account balances.

EXTERIOR APPEARANCE AND USE OF COMMON ELEMENTS

The Association and residents are responsible for maintaining a consistent, orderly and clean appearance to the property, whether it is the buildings, common elements, or limited common elements. To that end, the Board has hired a landscaping contractor to maintain the grounds, shrubs, trees and other vegetation within the community.

1.) No personal property may be placed upon, kept on, stored on, maintained on or removed from any part of the common elements by a homeowner or tenant.

2.) No improvements, alterations or modifications of any kind shall be made to the common elements, except those in compliance with the exceptions provided in the condominium instruments or as approved in writing by the Board of Directors.

3.) There shall be no obstruction of the common elements.

4.) The Association shall not be liable for any damage or injury resulting from use of common elements unless such damage or injury is caused by the willful acts or gross negligence of the Association, its agents or employees.

5.) Bicycles shall only be used on paved surfaces of common elements. Reckless operation of bicycles that may result in damage to people or property is not permitted. Bicycle riders shall abide by the safety laws required by the State of Georgia.

6.) Mini bikes, dirt bikes, go-carts, or ramps of any kind are NOT allowed on common elements.

7.) Skateboarding, roller-blading, roller-skating or any similar activity is only permitted on paved surfaces away from buildings, residences, or vehicles so as not to cause harm to property or passersby. Ramps of any kind are not allowed on common elements.

8.) It is the responsibility of the homeowner or tenant to clean up the common element(s) after use. That includes putting all trash in containers and leaving the area as clean as you found it.

9.) The pursuit of hobbies or the (dis)assembly of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of Wrens Cross.

10.) Clothing, bedding, mops, rugs, appliances, water hoses, furniture or other types of household items shall not be placed or stored outside the unit, on the porch or balcony, behind or over the fences or railings.

RUBBISH, TRASH and GARBAGE

1.) Regular trash collection days are Mondays and Thursdays. If a legal holiday falls on a collection day (Monday), trash will be picked up on Tuesday and Thursday that week. Check the DeKalb County Sanitation website for a complete listing of holidays: (<http://www.co.dekalb.ga.us/publicwrks/sanitation>).

2.) All rubbish, trash and garbage shall be regularly removed from the unit and limited common elements and shall not be allowed to accumulate therein.

3.) Rubbish, trash, garbage placed in containers and recycling bins can be placed out for collection after dusk the evening before collection day or on the morning of collection day. It is recommended that garbage in plastic bags be placed out the morning of collection day.

4.) Residents who place their trash container or plastic bags out for collection earlier than the designated time may be subject to a \$25.00 fine. Trash containers should be removed as soon as possible after collection.

5.) Newspapers and boxes should be secured to prevent them from being scattered by the wind.

6.) Yard trimmings and other foliage pick up are on Tuesday and must be disposed of in approved yard waste bags. For a complete list of requirements regarding yard waste, please check the DeKalb County Sanitation website (listed above).

ARCHITECTURAL CONTROLS

1.) No structure of a temporary character, trailer, tent, shack, carport, shed, barn, garage, fence, or other outbuilding shall be erected by any owner or occupant on or adhered to any portion of the condominium unit at any time, neither temporarily nor permanently, without written consent of the Board.

2.) No exterior changes of any kind are allowed without written permission from the Board. This is including but not limited to; additions, alterations, construction, painting, replace any window or storm window or door or storm door. In addition, it is not allowed to place or post any object in any windows or doorway, or on any common element, without prior written consent of the Board of Directors. ***All changes must be in compliance with Wren's Cross standard regulations.***

3.) All window blinds and window treatments that can be seen from outside the unit must be white or other neutral color and all window, window frames and screens must be kept in good repair.

4.) Details and/or plans concerning any alteration to the exterior of any unit must be submitted in writing to the Board prior to any work being done or any change made. The Board will review and either approve or disprove the proposal in writing. This rule includes, but is not limited to; exterior doors and windows, storm doors and

windows, chimneys or any work that may alter the integrity and/or general appearance of the exterior including the roof.

5.) The standard for approval of such constructions or improvements shall include, but not limited to aesthetic consideration, materials to be used sufficiently in engineering, harmony with the existing external architectural design of the buildings, units and structures, and location in relation to surrounding structures and topography.

6.) The Board may withhold approval for any reason and shall be entitled to stop any construction that is not in compliance with approved plans. Any work done in violation of these guidelines shall be deemed to be nonconforming.

7.) If work is found to be nonconforming, upon written notice from the Board, the owner shall, at his/her own cost and expense, remove such construction, alteration or other work, and shall restore the property to substantially the same condition as existed prior to the construction, alteration or other work.

8.) If the owner fails to restore work done in violation of these rules and regulations, within the time limit designated by the Board, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or work. All cost, including reasonable attorney's fees shall be an assessment and lien placed against such unit. Fines of up to \$25.00 per day of non-compliance will accrue until the violation is corrected.

9.) Any communication, telephone or video cable or satellite dish shall be placed where it can be least observed from the common areas. All wiring must be hidden from view and, under no circumstances, shall holes be drilled into the siding material.

10.) In addition, the Board has the authority and standing on behalf of the Association to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions on this paragraph and its decisions(s). (Reference: Bylaws, p.7, Section 13.)

11.) Failure to abide by the architectural guidelines may result in fines of \$25.00 per day and/or legal fees. Architectural guidelines are subject to change from time to time to better accommodate the integrity of our community.

WEAPONS AND FIREWORKS

The discharge of weapons or fireworks is strictly prohibited anywhere on the property.

GARAGE AND YARD SALES

The Board reserves the right to limit or restrict garage sales, yard sales, flea markets or similar activities if homeowners complain or if the Board feels that it creates a nuisance. The Board recommends that you coordinate these activities with your neighbors and let the Board know two (2) weeks in advance, so that there can be notification of the increased activity in the neighborhood.

SIGNS

- 1.) No signs, including FOR SALE, FOR RENT, garage sales, campaign, advertising, posters or billboards, are permitted in or on the common elements and limited common elements. Real estate signs must be placed in a window within the unit.
- 2.) The Board shall have the right to erect reasonable and appropriate signs on behalf of The Association.

ABANDONED PERSONAL PROPERTY

Personal property is defined as any property owned by a resident other than vehicles. Examples include: clothesline, playground equipment, artificial vegetation, sculptures, fountains, benches, tables, bikes, skateboards, toys, etc.

- 1) 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 elements. These items may be stored or placed within enclosed patios areas only.
- 2) If the Board or designee finds a homeowner or resident in violation, the Board or designee may place a notice on the front door of the unit occupied by the owner of the personal property, if known. If not known, a notice will be placed on the personal

property. The notice will state the nature of the violation, request for its removal within 2 days. The notice will also include the name and telephone number of the management company which will have the property removed.

3) If the property is not moved within two (2) days after the notice, the Board or designee may remove and either discard or store the personal property in a location which may be reasonably determined the Board. The cost of any storage shall be at the property owner's expense.

4) If personal property in violation is removed, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity.

5) The Board may elect to impose fines or use other available remedies in lieu of exercising its authority to remove property.

LANDSCAPING

1) No resident shall plant trees, flowers, shrubs, or other foliage of any kind in the common element without prior written approval of the Board.

2) Applications for any of the above items shall be made to the Board, and shall provide such information as the Board may reasonably require, including drawings, timelines, specifications and other pertinent items. If an application for planting in the common element is approved, the applicant must complete the planting within a reasonable time and is thereafter responsible for maintaining the planting in accordance with the original plan(s).

3) The Board or its designees shall have the right to remove any flowers, shrubs, flower gardens, or other foliage of any kind in the common elements if there was not prior approval from the Board. The Board may also remove the planting(s) if the owner or occupant has not kept the area in neat, good and proper condition or if the Board determines that it detracts from the overall appearance of the condominium landscape.

4) The Board or its designee will notify, in writing, the responsible party specifying the nature of the violation and stating the time allowed to comply. It will be the responsible party's obligation to save any plants that they wish not to be discarded/

destroyed. After the allowed time period, the remaining plants and foliage will be removed at the owner's expense. The area will then be returned to a condition that is consistent with the overall appearance of the common elements.

5) Trash containers, water hoses, shoes and other items may only be left in front of units if they are adequately screened by vegetation.

6) One or two small to medium-sized pots or hanging baskets with well-maintained plants may be placed on the porch

7) For yard figurines, chairs, statues, birdbaths, planters, carpeting, etc. see "Abandoned Personal Property".

VEHICLE OPERATION and PARKING

1. Resident Parking Spaces - Each unit is allotted two (2) resident parking spaces. For units without garages, those two spaces will generally be directly in front of the residents' unit. For units with garages, one of your two spaces is within the garage regardless of the current state of the garage space.

In case of an emergency, fire, or flood, it may be necessary to move a vehicle. Please complete the **Emergency Contact and Vehicle Information Form** and return it to the Association or the Board so we can quickly and easily contact you or move the vehicle. Please email the Association or the Board for this form, if you do not already have one.

2. Parking Decals - Each unit will be provided two (2) parking decals that correspond to your unit. Each decal is to be present and visible on the inside, lower right-hand corner of the back windshield of any vehicle parked in a resident space. All replacement decals will cost \$20.00 and a request must be emailed to the Association or the Board.



3. Parking Rules – Vehicle parking must only occur in defined and designated parking spaces. Non-resident spaces will note its type in or around the

space. All vehicles are to be parked within the lines of a parking space. If there are no lines, then it is not a parking space. If your vehicle crosses over the line and into another space or your vehicle is over the sidewalk, you are in violation and your vehicle can be towed. Residents are not to park in visitor parking spaces (see Section 6). Only the Association or the Board are allowed to initiate the tow of a vehicle. See Towing rules in sections 4.a, 4.b, and 5.

4. Parking Violations

a. **Immediate Towing** – If a vehicle is blocking another vehicle, parked in a no parking zone, on any grassy area / walkway, parked in front of a fire hydrant, obstructing the flow of traffic, creating a hazardous condition of any kind, abandoned, non-operational (in need of repair), or lacking current DOT registration tag, that vehicle is subject to immediate towing at the owner's expense.

b. **Warnings** – The Association or the Board will give a warning for visitor violations, vendor violations, and any other scenario that the Association or the Board deems worthy. If the violation is not remedied within 24 hours, the vehicle is subject to being towed at the owner's expense. Repeat offenders (cited one or more times for the same offence, previously) will be towed without further notice at the owner's expense.

5. Towing – Only the Association or the Board are allowed to initiate the tow of a vehicle. A notice shall be posted on the community grounds stating the name and phone number of the person or entity which will perform the towing for the Association. The towing company used by the Association is:

Brown & Brown Wrecker Service,
3854 N. Peachtree Road, Chamblee, GA 30341.
770-457-2226 day or night.

Neither the Association, nor any officer, agent nor designee of the Association shall be liable to any person for any claim of damages as a result of towing enforced under the rules.

6. Visitor Parking – Parking for temporary visitors of our community and **not** for residents. Cars consecutively or consistently parking overnight in a visitor spot are not considered visitors and are not permitted to park in a visitor spot.

7. 24-Hour Overflow Parking – This is temporary overflow parking for use by residents when their allotted spaces are full or visitors. Vehicles parked in a 24-Hour Overflow space for more than 24 hours will be subject to being towed. All 24-hour overflow spaces will have that designation noted on the space.

8. Large Overflow Parking – The large Overflow Lot, adjacent to the Clubhouse, is available for use of additional resident or visitor vehicles. Vehicles left in the large Overflow Lot for more than 10 consecutive days require Board approval. Please email the Board to receive approval, otherwise the vehicle will be considered abandoned and will be towed. Any overflow vehicle larger than a parking space requires Board approval. Recreational vehicles must be parked in the Overflow Lot. All vehicles must be kept in good condition with no flat tires and a current registered DOT tag. The Association is not responsible for anything parked in the large Overflow Lot.

9. Commercial Trucks – Commercial trucks are prohibited from being parked on the grounds at any time and are subject to towing. Trucks being utilized to move a resident in or out of their home are the only exception.

10. Traffic Signs – All STOP signs and YIELD signs must be observed for your safety as well as the safety of others.

11. Speed Limit - the posted speed limit within the community is 10 mph.

POOL RULES & SWIMMING

Wren's Cross swimming pool and the pool area is for the use of its residents, their families or guests. Pool hours are 7 a.m. to 11 p.m. Please contact a Board member for pool keys.

THERE IS NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK!!

- 1.) A responsible adult resident must accompany guests and children (age 14 and under). Adult residents are held responsible for their guests and children.
- 2.) The cost to repair any damage in the pool area caused by a resident and/or his/her guest shall be borne solely by that resident.
- 3.) Diving, pushing, splashing, rough-housing, or running are not allowed, per posted pool rules.
- 4.) Glass containers are prohibited in the pool area.
- 5.) As a courtesy to others, only bathing suits or swim trunks must be worn in the pool.
- 6.) As a courtesy to others, residents should limit their number of guests to a minimum.
- 7.) Bathrooms and showers may be entered only through the exterior doors of the clubhouse.
- 8.) The emergency telephone mounted on the clubhouse wall, connects directly to 911, should it be required.
- 9.) Large swimming objects are prohibited when they impede others.
- 10.) No recreational equipment is allowed in the pool areas, such as bicycles,

skateboards, roller skates, etc.

11.) No pool furniture or equipment is to be removed from the pool area or placed in the pool. Pool equipment is not to be handled, unless used to clean the pool.

12.) No pets are allowed in the pool area (except service animals).

13.) All media/entertainment devices shall be operated in the pool area in a courteous manner so as not disturb others.

14.) Personal objects left in the pool area will be discarded.

15.) Entering the pool enclosure without a key is prohibited.

THERE IS NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK!!

PETS

Rules regarding pets are necessary to protect public health and safety of the citizens and pets of our community. The cooperation and assistance of all residents is necessary to ensure good relation between people and pets alike.

1.) *All domestic animals must be on a leash at all times. Owners of pets should be in compliance with Georgia leash laws as per State law reference— Dangerous Dog Control Law, O.C.G.A. § 4-8-20 et seq. "It shall be unlawful for the owner of any animal to permit such animal to be out of his immediate control and restraint, or to be left unattended off the premises of the owner, or to be upon the property of another person without the permission of the owner or person in possession of such other property. For the purposes of this chapter, condominium and apartment common property shall not be considered to be the premises of the animal owner. Voice control does not constitute control of an animal.*

When upon the premises of the owner, all animals shall be kept indoors or in a primary enclosure as defined by this chapter in such a manner as to contain the animal within the bounds of the owner's premises, or on a leash in the hands of a person that possesses the ability to restrain the animal. Tethering as a means of primary enclosure is not permitted. "

- 2.) Once your pet has relieved them self, it is *your* responsibility to remove it immediately and discard of it properly.
- 3.) No animals considered to be dangerous or any dog with a history of biting are to be kept on the property at any time.
- 4.) Pets are not allowed in the pool, clubhouse or on the tennis courts (except service animals).
- 5.) If you are bitten by an animal or suspect an animal of rabies, you should notify **DeKalb County Animal Control at 404-294-2996. Weekend and holiday emergency service may be contacted at 404-294-2519.**
- 6.) Non compliance of the above pet rules and regulations may result in your pet being reported to DeKalb County Animal Control.

TENNIS COURTS

Tennis courts are for the use of Wren's Cross residents, their families and their guests. Tennis courts are open from 7:00 am until 11:00 pm.

- 1) Access to the courts can be obtained by requesting the security code from the Association.
- 2) Please be courteous of other players. When others are waiting for the courts, usage is limited to one (1) hour for singles and one and a half (1 ½) hours for doubles.
- 3) Tennis shoes are the only type of shoes permitted on the tennis courts.
- 4) Pets are not allowed on the tennis courts (except service animals).
- 5) The last user of the tennis courts shall be responsible for turning off lights and making sure courts are properly locked up for the night.
- 6) The Association shall not be liable for any damage or injury resulting from any uses of the tennis courts unless such damage or injury is caused solely by the willful acts or negligence of the Association, its' agents, or employees.

- 1) The Clubhouse may be rented by any homeowner for a fee of \$130, per 24 hour period or any portion thereof. The \$130 fee includes \$100 for the rental and \$30 for clean up services.
- 2) Checks for clubhouse rental should be made payable to Wren's Cross and delivered to the property management company and must be received with the Clubhouse Rental Application two (2) weeks prior to rental period.
- 3) A homeowner may reserve the Clubhouse only if they are current in payment of their monthly assessments.
- 4) The Clubhouse is available for private parties only. No income producing events are allowed except for non-profit organizations such as the Boy/Girl Scouts, church groups, charity or civic associations.
- 5) Noise and music must cease at 10:00 pm Sunday - Thursday and 12:00 am on Friday and Saturday.
- 6) Alcoholic beverages may not be sold at the function. If alcoholic beverages are served, the homeowner shall be responsible that the consumption is done in reasonable/safe amounts and in accordance with Georgia laws. ***Furnishing alcohol to minors will result in criminal prosecution.***
- 7) The homeowner assumes all responsibility for the behavior and safety of all persons at, attending or in any way related to the function. The homeowner must be 18 years of age and be in attendance at the function in order to contract for use of the facility.
- 8) Nothing may be nailed or attached to the walls of the Clubhouse either temporarily or permanently. Decorations shall be hung using tape that does not damage or scar the walls.
- 9) The Association has the right of refusal for Clubhouse rental to any one, at any time, for any reason.
- 10) Children under the age of 18 are not permitted alone in the Clubhouse. An adult resident must accompany them at all times.

11) No sleeping or overnight occupancy is allowed in the Clubhouse except in case of a community emergency.

12) Smoking is not permitted inside the Clubhouse.

PATIOS

The Patio is considered a Limited Common Area which means that while it is the homeowners' responsibility to maintain it, the HOA can access it at any time to perform maintenance, painting, fence maintenance, etc. It is the homeowners' responsibility to keep patios in good repair, clean and free of clutter.

1.) No storage building shed, gazebo, awning or structure of any kind is allowed on the patio unless approved, in writing, by the Board of Directors.

2.) No alteration from the original design of the patio or removal of the original concrete patio is allowed without written approval of the Board of Directors.

3.) Damaged or cracked concrete must be repaired by the homeowner. If damaged, cracked or altered concrete causes water intrusion into the unit or into a neighbor's unit, the HOA will have the authority to make such repairs and the cost will be charged to the homeowner.

4.) If a patio has been altered in any way from the original design or if the original concrete has been removed, the HOA has the authority, if the alteration is considered non-conforming or deemed to be improperly constructed, to restore it back to the original condition, at the homeowner's expense.

5.) Maintenance of all trees or other plantings within the confines of the patio is the responsibility of the homeowner. Trees and shrubs must be kept trimmed away from gutters and not allowed to touch the building or allowed to grow over the roof of the building.

6.) Any tree, shrub or plant that causes damage to the fence, patio or building must be removed. Please do not allow water to stand in containers on the patio as it breeds Mosquitoes.

The Notification and Enforcement Process

The homeowner will be notified, in writing, of any violation of these Rules & Regulations. It is the responsibility of the homeowner to provide a copy of the Rules & Regulations to any renter or tenant and the homeowner has the ultimate responsibility for any violation.

A period of time of between 15 to 30 days will be allowed to make the repair or correct the violation. A violation that is considered a safety issue or causes damage to adjoining unit or to any common element, must be corrected immediately upon notification to the homeowner or tenant, either in writing, in person, or by telephone. If contact cannot be made, the HOA will correct the violation at the owner's expense.

Appeal Process

The homeowner may appeal a non-emergency violation by attending the monthly Board meeting to discuss the situation with the Board of Directors. After the hearing, the BOD will take the issue into consideration.

If the homeowner does not respond to the written notification or if the correction is not made within the allowed time, the HOA has the authority to make such repair or correct the violation at the homeowner's expense.

If it is necessary to take legal action against a homeowner in order to enforce these Rules & Regulations, all legal fees and all cost associated with correcting the violation will be at the expense of the homeowner.

Financial Hardship

The Board does not wish to cause financial hardship to anyone. If you are having financial hardship, you are invited to discuss a payment plan with the Board of Directors, in private session. All information will be kept strictly confidential.

General Information

- 1) Pick up litter around your building – especially after garbage pickup. If something is not picked up or if you missed the pick up, do not leave it on curb.

- 2) Know the pick up schedule for garbage and refuse by contacting Dekalb County. Know what they will and won't pick up.
- 3) Report broken or lights that are not working to the management company or to Board member. Provide the number on the pole and the location.
- 4) Report any damage or maintenance needs you may observe in the common areas.
- 5) Report suspicious persons, cars, or activity to the police immediately.
- 6) Volunteer your time to serve on committees, or make an impact by serving on the Wren's Cross Board of Directors.
- 7) Take pride in your community.

You may contact the Board of Directors or Property Management Company for further questions and assistance.

FORMS AND MISCL

WRENS CROSS CONDOMINIUM ASSOCIATION, INC.

INSURANCE DEDUCTIBLE ALERT

December, 2008

The Association's master insurance policy currently has a \$5,000 deductible on covered claims.

Please be advised that effective, July 1, 2004 the Georgia Condominium Act allows the association to charge back to the affected homeowners up to \$2,500 deductible for claims for fire, windstorm, hail, riot, civil commotion, aircraft and automobiles. That coverage is known as "Fire and Extended Coverage". This type of coverage excludes water damage. This water coverage is not required under the Act and is optional for associations. Consequently, there is no limit on the amount of a deductible that can be charged back to a unit owner for a water damage claim.

According to the Declarations and By-laws for Wrens Cross and the Georgia Condominium Act, the association does not have the legal requirement to provide insurance for water damage claims or to pay the deductible. However, the association does have water damage protection from broken pipes but there is the \$5,000 deductible. Any deductible for any water damage claims from broken water pipes is the responsibility of each affected owner. Also, the association does not have, or is required to have, any flood insurance from surface ground water from units that are not in the flood plain.

Therefore if there was a fire claim, the maximum amount the association could charge the affected owner(s) would be \$2,500. Therefore, if for instance, you had a fire in your unit and your unit was the only unit affected, the association would have to pay \$2,500 and you would have to pay \$2,500 and the rest would be covered under the Association's insurance policy. If you had a pipe break and water damage to your unit, the same \$5,000 deductible applies as the association's carrier does provide water coverage, but you will be responsible for the full \$5,000 deductible as water damage deductibles is the responsibility of each homeowner.

It is recommended that you immediately notify your homeowner's insurance agent of these deductibles to ensure your personal policy has adequate coverage for the \$5,000 water/pipe break deductible and the \$2,500 maximum amount you could be charged for the deductible for the other covered perils. This is called "Coverage A" on your HO-6 policy. The increase in the premium on your personal insurance should be minimal. Therefore, if you have insurance for the \$5,000 and \$2,500 deductibles and you experience a broken water pipe in your unit, or even if a water pipe breaks in a neighboring unit and causes damage to your unit, or if there was a claim from the above mentioned Fire and Extended Coverage, you will only have to pay the deductible on your homeowner's policy which should be far less than the association's deductible.

WRENS CROSS CONDOMINIUM ASSOCIATION, INC.

ASSOCIATION DUES PAY FOR:

WATER & SEWER
ELECTRICITY FOR STREET LIGHTS AND AMENITY AREAS
HAZARD AND LIABILITY INSURANCE
DAMAGE AND RETREATMENT TERMITE BOND
LANDSCAPE MAINTENANCE, POOL, TENNIS COURTS, CLUBHOUSE
MAINTENANCE, MANAGEMENT, ADMINISTRATIVE EXPENSE, LEGAL

MAINTENANCE RESPONSIBILITY OF THE ASSOCIATION:

LANDSCAPE MAINTENANCE, ROOF SHINGLES AND DECKING, WOOD TRIM,
SIDING REPAIRS AND PAINTING, FENCING, GATES, STREET AND
CONCRETE REPAIRS, OUTSIDE PLUMBING, POOL, TENNIS COURT AND
CLUBHOUSE.

EACH INDIVIDUAL OWNER IS RESPONSIBLE FOR:

ALL PORTIONS OF THE UNIT NOT COVERED BY THE ASSOCIATION AS
DESCRIBED IN THE BY-LAWS, ARTICLE VI, SECTION 5.
THE UNIT BOUNDARIES ARE DESCRIBED IN THE DECLARATIONS,
SECTION 3, (1) AND (2).

MAINTENANCE RESPONSIBILITY OF THE UNIT OWNER:

PATIOS AND LANDSCAPING INSIDE THE PATIOS, ALL DOORS, DOOR
FRAMES, WINDOWS AND WINDOW FRAMES, CONDUITS, DUCTS,
PLUMBING, WIRING AND OTHER UTILITY SERVICES CONTAINED WITHIN
THE UNIT AT THE POINT IT ENTERS THE WALL OF THE UNIT.
INDIVIDUAL LIGHT FIXTURES AND OTHER APPARATUS ON THE UNIT.

WREN'S CROSS OF ATLANTA
CONDOMINIUM ASSOCIATION, INC.

COMMUNITY DIRECTORY

December 15, 2010