

Manor House at 50 Biscayne Condominium Association, Inc.
50 Biscayne Drive NW
Atlanta, GA 30309

**MANOR HOUSE
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These Rules and Regulations shall be read and interpreted in conjunction with the Declaration of Condominium for Manor House @ 50 Biscayne Condominium Association, Inc. (hereinafter, the "Declaration"). These Rules and Regulations are intended to supplement the Declaration and the Declaration shall control as to any inconsistency between the Declaration and these Rules and Regulations.

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1) BUILDING ADMITTANCE PROCEDURES

No Owner, Occupant, or guest shall tamper with the video monitoring devices throughout the building. Owners, Occupants, and guests shall comply with the Condominium's policies, as follows:

- (a) All guests must register with the Courtesy Officer. Owners and Occupants should provide the Courtesy Officer with prior notification when a large number of guests arrive at the same time.
- (b) Building access is electronically monitored via fob and garage opener usage. Lost or stolen devices should be reported to managing agent immediately. Additional devices are available at a cost of \$25 each. Unregistered or misused devices may be deactivated without notice.
- (c) At no time should an Owner or Occupant give out the security code to any guest or delivery or service people.
- (d) All delivery, service, moving companies, etc. must leave photo ID with the Courtesy Officer before entering the building.
- (e) If an Owner or Occupant's Unit will be vacant for a period in excess of seven (7) days, the Owner or Occupant shall notify the Courtesy Officer of departure and anticipated return date.
- (f) Owners and Occupants shall ensure that their permitted guests comply with the Rules and Regulations, and
- (g) Owners and Occupants shall report immediately to the Courtesy Officer any suspicious person(s) or actions in the building.

The Manor House does not provide security. While we take measures to reduce risk, each Owner or Occupant is responsible for their own safety.

2) MOVING IN/OUT PROCEDURES

Please refer to the Move-In/Out/Delivery Procedures included as a part of these Rules and Regulations.

3) DELIVERIES

Deliveries requiring the use of the freight elevator must be scheduled in advance. Please refer to the Move-In/Out/Delivery Procedures included as a part of these Rules and Regulations.

4) COURTESY OFFICER SERVICE

The Association provides 24 hour coverage as a building amenity. Owners and Occupants should not ask the Courtesy Officer to perform personal tasks or favors that would interfere with the ability to perform his/her contracted duties.

5) EMERGENCY ACCESS POLICY

For emergency purposes only, all Owners and Occupants shall leave a duplicate set of keys to the Unit with the Courtesy Officer. In the event that an emergency occurs and forced entry is required causing the lock or the door to be damaged due to lack of such keys, the Owner or Occupant will be responsible for the cost of repairing the damage. Should an Owner or Occupant wish to permit guests to have access to their Unit, the Owner or Occupant must complete the Key Release Request Form included as part of these Rules and Regulations.

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6) INSURANCE INFORMATION

The Association maintains a master policy as required by the Declaration and the Georgia Condominium Act. Owners and Occupants should carry a personal Homeowners "6" policy (HO6) to insure the contents within the Unit and personal liability coverage for the personal exposure. Please refer to Section 11 of the Declaration for further information. Additionally, the policy should include coverage to protect against any claim under the master policy that is below the deductible. Please contact the managing agent for current deductibles.

7) USE RESTRICTIONS

Units are for *residential* purposes only. Number of occupants is limited to two (2) people per bedroom per Unit. No trade or business may be conducted that is illegal, involves guests beyond normal volume, creates sound or smell outside Unit, increases building insurance premiums, uses Common Elements or does not comply with City of Atlanta zoning ordinance.

8) CONDUCT IN COMMON ELEMENTS

Be mindful of your neighbors. Please refrain from using foul language or excessive noise while in the Common Elements. Do not engage in any behavior/activities that may disturb or cause embarrassment to another Owner or Occupant. Do not physically or verbally abuse another Owner or Occupant or agent of the Association. Smoking is not permitted in the Common Elements. Display or discharge of firearms or fireworks is prohibited. Appropriate attire should be worn at all times.

9) GARBAGE & TRASH CHUTE

Trash shall be removed from the Unit regularly and shall not be placed outside the Unit, temporarily or otherwise. All garbage must be tied in plastic bags to avoid leakage and placed down the chute. Do not leave any items on the floor of the trash room; this area must be kept clean at all times. Vacuum cleaner bags shall never be emptied into the chute. Such dust, dirt, etc. shall be wrapped in a securely tied bag or package and placed in the dumpster on the P3 level. All moving and other cartons must be cut down and placed in the dumpster on the P3 level and all large items must be placed next to the dumpster.

10) RECYCLING

Recycling bins are located on the P3 level across from the dumpster. All glass, aluminum, plastic and paper may be recycled.

11) NOISE DISTURBANCES

No Owner or Occupant shall make or permit any disturbing noises in the building at any time or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Owners and Occupants in the building. Radios, televisions, stereos, electronic games or any other sound producing devices shall not be played at a volume which can be heard through the walls, floors, ceiling or hallways of neighboring Units. Quiet hours are designated as 10 p.m. – 8 a.m. weekdays and 11 p.m. – 9 a.m. weekends. The playing of musical instruments shall be limited to the hours between 9:00 a.m. and 8:00 p.m.

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12) ALTERATIONS

Interior alterations involving relocation of boundaries, subdivision of Units, or modifications that will affect the Common Elements or structure or load bearing portions of Units, must be approved by the Architectural Control Committee and the Association Board of Directors prior to beginning work. All building code requirements must be complied with and necessary permits and approvals secured. No Owner or Occupant shall replace carpeting with tile, marble, vinyl or hardwood floor on the interior of a Unit without written approval of the Association. Please see the Unit Alteration Request Form included as part of these Rules and Regulations.

13) CONTRACTORS

Any Owner or Occupant hiring a professional contractor to perform alterations or installations in their Unit must schedule the work in advance. If heavy materials or equipment will be used, the elevator must be padded. Contractors may not carry materials or equipment through the lobby. A deposit is required to cover any damage to the Common Elements. Please see the Unit Alteration Request Form included as part of these Rules and Regulations. Contractors must perform all work between the hours of 8:00 a.m. and 4:00 p.m. Monday through Saturday.

14) PETS

Please refer to the Pet Rules included as a part of these Rules and Regulations and in Section 14 of the Declaration.

15) PACKAGES

All packages held for deliveries shall be kept in the Operations Room. The Courtesy Officer will keep a daily log of packages received/held for Owners and Occupants of the building. The Courtesy Officer will call to notify the owner of a package and it is the responsibility of the owner to pick up their packages within three (3) days (unless the Courtesy Officer has been informed that the resident is away). The building assumes no responsibility for any items not picked up after two attempts of notification.

16) CARTS

The Manor House is equipped with carts on P2 and P3 in the elevator vestibule area. These carts are for the convenience of all Owners and Occupants and should not be used by professional movers or contractors. Carts taken by Owners and Occupants must be returned to the designated floors within 30 minutes (unless the Courtesy Officer is notified of extenuating circumstances). Carts should be used in the freight elevator only.

17) PUBLIC SALES & EXHIBITIONS

A licensed real estate broker or Unit Owner must escort to and from the Unit all prospective purchasers. All brokers must first sign in with the Courtesy Officer. Open Houses must be approved by the Board of Directors. Residents may advertise their Units in a sale binder provided at the front desk.

18) BUILDING FIRE SAFETY EQUIPMENT

Fire extinguishers are located on each floor of the building. Owners shall maintain smoke detectors within Units and certify that they have checked batteries and replaced them as needed. Owners or Occupants should not dismantle any smoke detectors.

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19) EXTERMINATING

The building has a contract with an extermination company for the Common Elements and will not service individual Units. All Owners are encouraged to contract with an exterminating company for their own Units.

20) COMPLAINTS & SUGGESTIONS

Immediate complaints and suggestions should be directed to the Courtesy Officer. All other complaints and suggestions must be directed in writing to the managing agent or the Association Board of Directors.

21) SIGNS

No signs, advertising posters, political placards or billboards are permitted without the prior written consent of the Board of Directors.

22) MAINTENANCE

Owners shall maintain and keep in good repair all portions of his/her Unit. Additionally, Owners shall keep Limited Common Elements assigned to the Owner's Unit in a neat, clean and sanitary condition and shall not sweep or throw dirt or other substances from the doors or windows. Promptly report any defect or need for repairs for which you believe the Association is responsible. Please refer to Section 17 of the Declaration for clarification of responsibility.

23) WINDOWS

Windows must have window treatments that are white or off-white. Window unit air-conditioners are prohibited.

24) GARAGE

Please refer to the Parking Policy included as a part of these Rules and Regulations.

25) STORAGE UNITS

Storage spaces should be used solely for the purposes of storing personal property. No storage of explosives, flammable, odorous, noxious, corrosive, hazardous or pollutant material or other dangerous materials allowed. Storage spaces shall not be used for any unlawful purposes or contrary to any ordinance, regulation, fire code or health code.

26) COMMON ELEMENTS

The public hallways and stairwells of the Manor House shall not be obstructed or used for any purpose other than ingress to and egress from the Units in the building. No Owner, Occupant, or guest shall play, obstruct or leave objects of personal belongings in the public hallways, stairwells, elevators, fitness center, club room, pool area, garage and courtyard. No Owner or Occupant shall make alterations or encroach upon Common Elements or Limited Common Elements without the prior written approval of the Board.

No public hallways, doors, elevators, etc. shall be decorated or furnished in any manner, except as commissioned by the Association. Allowable items include a mezuzah or other religious symbol and reasonable seasonal décor between Thanksgiving and January 15th. No signs, notices, letters or advertisements shall be posted, inscribed or exposed on any windows, under or on any doors, public hallways, lobbies, stairwells or elevators, unless written authorization has been granted by the managing agent and/or Board of Directors.

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27) PATIOS

No articles higher than 42" shall be placed on the patio of your Unit. No flowering hanging plants, bicycles or flags shall be placed on the patio of your Unit. No articles of clothing, rugs, towels, mats or similar articles can be placed on the railing of your patio. Patios are prohibited from being enclosed.

28) SATELLITE/CABLE

Please refer to Section 14(p) of the Declaration for covenants regarding installation and use of satellite dishes, antennas, or other transmission devices. In addition to the covenants found in Section 14(p) of the Declaration, no Owner or Occupant may attach any such satellite dish, antenna, or other transmission device to any portion of the exterior of the condominium, nor may such device be located or over the boundaries of such patio. The Manor House is equipped with a roof top satellite to which Owners and Occupants can connect. Monthly service is a Unit expense and must be contracted separately. The building is equipped for cable television which is also a Unit expense and must be contracted separately.

29) INTERNET

The Manor House provides high-speed internet service. There is an initial fee to connect to the system, but the monthly service is provided as part of the Association dues. Owners or Occupants interested in this service should contact the managing agent.

30) GRILLS

All Owners and Occupants are prohibited from having gas or charcoal burning grills on their patios or any other area of the building. Electric grills, such as the George Foreman grills are allowed.

31) FIREPLACES

Fireplaces shall not be used for heating or cooking purposes or to burn any material. Installation is prohibited without written approval.

32) HEATING

During winter months, Owners and Occupants are required to set their thermostats at a minimum of 55 degrees whenever the temperature is forecasted or does reach 32 degrees or below.

33) THERMOSTATS

Heat and air conditioning in the Common Elements are set to pre-determined temperatures to maintain comfort, consistency and prolong the life of the equipment. Owners and Occupants are prohibited from tampering with the thermostats.

34) POOL RULES

Please refer to the Pool Rules included as a part of these Rules and Regulations.

35) FITNESS CENTER RULES

Please refer to the Fitness Center Rules included as a part of these Rules and Regulations.

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36) GUESTS

All Owners and Occupants are responsible for seeing that their guests adhere to all Manor House Rules and Regulations. Owners are responsible for any damage or theft their guests cause to the Common Elements.

37) INFORMATION SHARING

Any ideas or suggestions for the community should be presented to the Board in writing for review. An Association box is located in the Mail Room. One Bulletin Board in the Mail Room is reserved exclusively for Board memos/letters and a second Bulletin Board is provided for Owners and Occupants' use.

38) POOL & CLUB ROOM RESERVATION POLICY

All Owners and Occupants may reserve the pool and/or club room area, subject to the terms and conditions set forth more fully in the Pool & Club Room Reservation Policy, which is included as part of these Rules and Regulations. The Courtesy Officer will provide you with an Agreement policy that must be signed and returned with a refundable deposit as set forth more fully herein. The Condominium reserves the right to prohibit any Unit Owner permission to use the pool or club room if they are not current with their Association assessments.

39) USE OF COMMON ELEMENTS AT THE MANOR HOUSE

The Condominium reserves the right to prohibit any Unit Owner or Occupant permission to use any Common Element in the Manor House if they are not current with their Association assessments.

40) RULES & REGULATIONS

The Manor House at 50 Biscayne reserves the right at their discretion to amend, add or repeal the Rules and Regulations at any time.

41) FINES

Failure to comply with any of the Declaration, Bylaws, Rules and Regulations or Policies may result in fines being assessed, which constitutes a lien upon the Unit. Written notice of violation will be sent to the Owner and if not corrected, may result in the suspension of voting privileges and rights to use Commons Elements. Continuing violations are considered separate offenses and fines may be imposed on a per diem basis. Please see the managing agent for a list of current fines.

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MOVE IN / OUT / DELIVERY PROCEDURES

This document outlines procedures for all Owners and Occupants moving in or out of the building and for large deliveries such as furniture or appliances. A FINE OF \$100 PER OCCURRENCE FOR NON-COMPLIANCE WILL BE INCURRED.

- 1) The Courtesy Officer must be notified at least 48 hours in advance of a delivery or move in/out of the building. To notify him/her, call 404-603-3509. It is advisable to schedule in advance as much as possible.
- 2) Each move in or out of a Unit is considered a separate event. Only one move/delivery is permitted at a time.
- 3) Upon verification by the Courtesy Officer that a date is available to move in/out of the building, two checks made payable to "Manor House at 50 Biscayne Condominium Association, Inc." must be sent to or left with the Courtesy Officer:
 - A refundable damage deposit in the amount of \$400
 - A non-refundable impact fee - \$100 for weekdays or \$150 for weekendsDeliveries require only the refundable damage deposit. Non-compliance with the fee schedule will result in a \$100 penalty to be enforced and collected by the managing agent. Charges incurred for repairing damages in amounts exceeding the deposit will be added to your Association assessments.
- 4) All deposit checks are due no later than 48 hours in advance of the move in/out date.
- 5) Regardless of size, ALL moves MUST be scheduled with the Courtesy Officer.
- 6) The Freight Elevator:
 - The Freight Elevator must be padded prior to use. Proper notice will ensure this is done before the scheduled start time.
 - Use of the Freight Elevator is limited to the P3 garage level and the floor on which you live. Absolutely nothing should be moved in or out through the main lobby.
 - Loading and unloading will only take place from the P3 garage entrance. The Courtesy Officer will coordinate the opening of the gate for the movers. Moving company personnel should check in with Courtesy Officer by calling the front desk (and stopping in, leaving Photo ID) before positioning their truck at the garage entrance.
 - Garage level doors should not be propped open.
 - Under no circumstances should a mover/delivery person use the carts provided for the Owners and Occupants.
 - No heavy furniture or equipment is to be brought in through the lobby entrance.
 - Deliveries requiring the use of the Freight Elevator may only be used during the hours of 8:00 a.m. and 4:00 p.m., Monday-Saturday. No deliveries will be accepted outside of those hours unless approved by the Board of Directors in advance.
- 7) The move in / out times will be enforced. If we find that you are moving in /out of the building past the allowable times (delivery personnel move), a fee of \$100 per additional hour will be deducted from your deposit.
- 8) You must cut down all empty boxes and deposit them in the dumpster outside P3. Do not leave any boxes outside your door, other public areas, in the trash room, garages, etc. The boxes cannot be placed down the chute. Please be considerate of your neighbors, guests and potential tenants who are visiting our property.
- 9) Try to complete your move as quickly as possible. Please advise your movers to not block doorways and stairs in the Common Elements.
- 10) Written notice to the Board is required within ten (10) days of receiving title (please see Owner/Occupant Data Collection Form included as part of these Rules and Regulations.

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PARKING POLICY

- 1) Vehicles of Owners and Occupants of the Manor House must be documented in the Manor House Directory to include: vehicle year, make, model, color and license plate information.
- 2) No Owner or Occupant's vehicles may be parked over 15 minutes in the Guest Parking spaces located at the condominium. Parking must be approved by the Courtesy Officer.
- 3) The Guest Parking area is available to accommodate vendors and guests of Owners or Occupants only. Guests of Owners or Occupants parking their vehicles in Guest Parking must register their vehicles with the Courtesy Officer. These Rules and Regulations shall serve as notice that all vehicles that are not registered in the Manor House Directory (in the case of an Owner or Occupant) or with the Courtesy Officer (in the case of a guest) are unauthorized to park at the condominium are trespassers, and will be subject to immediate towing.
- 4) Guest Parking is for short-term visits only. Any guests staying longer than 48 hours should make other parking arrangements. We encourage you to ask your neighbors about renting/borrowing unused spaces.
- 5) Parking area(s) are for parking vehicles. Storage of personal items must be limited to bicycles, shopping carts or low items covered by your vehicle.
- 6) Any Unit Owner or Occupant or guest whose vehicle damages the Common Elements, whether directly or indirectly, shall be held joint and severally liable for the cost to repair the damages incurred.
- 7) No mechanical work to vehicles may be performed on the property. Only minor work such as flat tire changing and starter jumps in order to move the vehicle to an off-site service area is permitted.
- 8) Any vehicle which is unauthorized to park in the condominium or is parked in a designated handicap space without appropriate handicap authorization, blocking another vehicle, blocking entrance or access to the building, obstructing the flow of traffic, parked in any non-designated parking area, or otherwise creates a hazardous condition, may be towed immediately. Neither the Association nor any officer of the Association shall be liable to any person for any claim of damage as a result of any towing.
- 9) Disabled vehicles are prohibited from being parked on the property. A vehicle is considered "disabled" if it does not have a current license tag or it is obviously inoperable.
- 10) Boats, trailers, panel trucks, buses and trucks with a load capacity of one ton or more and recreational vehicles are prohibited from being parked on the property. Vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors are limited to parking during normal business hours only while serving a Unit and shall not remain overnight.
- 11) Any vehicle parked in a space assigned to another Owner or Occupant of the property without the consent of that Owner or Occupant may be towed by the Owner or Occupant of that assigned space at the expense of the person in violation.
- 12) Please be courteous of your neighbors and park your vehicle within the designated boundaries of your space so that you don't prevent your guests and neighbors from accessing their space(s).
- 13) Any Owner, Occupant, or guest whose vehicle is in violation of any of the above rules is subject to towing and/or fines associated with the violation.
- 14) Special circumstances and requests must be submitted in writing to the Board to receive proper consideration and authorization.

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LEASING POLICY

- 1) Leasing is prohibited unless approved by the Board of Directors. Owners must be current in Association assessments to apply for a leasing permit.
- 2) Leasing permits may not exceed more than 25% of the total Units. Please see Leasing Permit included as part of these Rules and Regulations.
- 3) Requests will automatically be placed on a waiting list if the amount exceeds 25%
- 4) Hardship leasing permits may be issued under special circumstances and shall not exceed one (1) year.
- 5) Leasing permits are non-transferable between Units or Owners.
- 6) Leasing permits will be automatically revoked upon:
 - a. Sale or transfer of Unit
 - b. Failure to lease the Unit within ninety (90) days of permit issuance
 - c. Failure of Unit to be leased for ninety (90) consecutive days
- 7) A written copy of all proposed leases must be submitted to the Board of Directors for approval at least seven (7) days prior to execution.
- 8) Units must be leased in entirety.
- 9) Owners shall provide the Board with a fully signed copy of lease and the Owner/Occupant Data Form within ten (10) days of execution.
- 10) No subleasing or assignment of leases without Board approval.
- 11) Leases must be for an initial term of one (1) year unless approved otherwise.
- 12) Owners must provide the lessee (Occupant) copies of the Declaration, By-Laws and Rules and Regulations.
- 13) Lessees, as Occupants, must comply with all provisions of the Declaration, By-Laws and Rules and Regulations and shall control the conduct of all other occupants and guests to ensure compliance.
- 14) Owners shall be responsible for all violations by Occupants and guests of Occupants.
- 15) Violations are deemed a default of the lease and authorize the Owner to terminate the lease or evict lessee.
- 16) Owner delegates and assigns the power and authority of enforcement against the lessee to the Board of Directors, including the power and authority to evict.
- 17) Owners transfer and assign to lessee, for the term of the lease, rights and privileges to use the Common Elements, including facility amenities.
- 18) Owners delinquent in assessments more than thirty (30) days, consent to the assignment of any rent received from the lessee.
- 19) It is highly recommended that Owners conduct a credit background check on prospective tenants.

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PET RULES

- 1) Pets in the Common Elements and Limited Common Elements must be under the physical control of a responsible adult person at all times. While inside the building, all pets must be on a 3' or less leash. No animal is permitted to roam unleashed on any portion of the condominium property.
- 2) Pet owners must immediately clean up, remove and appropriately dispose of all mess (pet waste). The Owner will be held responsible for any damage caused by the pet to the common or limited Common Elements as well as to any other persons or pets.
- 3) Pets are not allowed to roam or relieve themselves in landscaped areas and/or in interior courtyards. Pets are permitted ONLY in the designated pet area outside P3 or areas off the property.
- 4) Pets are never allowed to relieve themselves inside the building.
- 5) Owners or Occupants are limited to using only the freight elevator when taking their pets out.
- 6) Pets are not allowed in confined areas such as the mailroom.
- 7) Each animal must maintain all vaccinations required by City of Atlanta or State of Georgia and wear a collar with the name of its owner and vaccination verification clearly printed thereon.
- 8) No feeding of animals will be allowed on the Common or Limited Common Elements.
- 9) No pets are allowed in the Club Room, Fitness Center or pool area.
- 10) Limit of two (2) cats/dogs per Unit.
- 11) Dangerous dogs (as recognized by the American Kennel Club) may not be brought onto the condominium premises.
- 12) No Owner or Occupant may keep, breed or maintain any pet for commercial purposes.
- 13) No exotic pets are allowed on the condominium premises.
- 14) Pursuant to Section 14(h) of the Declaration, the Board of Directors may require that any pet be removed from the Condominium within seven (7) days which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance. An "unreasonable disturbance" may include, but not be limited to, barking or any other behavior that interferes, in the Board's opinion, with the use and enjoyment of any part of the Condominium by an Owner, Occupant, or guest.
- 15) Fines may be imposed for failure to abide by these Pet Rules or the provisions of the Declaration regulating pets.

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POOL RULES

- 1) Admittance to the pool is limited to Manor House Owners or Occupants and their guests.
- 2) NO GLASS or other items in breakable containers are allowed in the pool and surrounding area. If glass breaks in or around the pool, the area will be closed, drained, cleaned and refilled at the responsible party's expense.
- 3) Clean up after yourself! Place trash in receptacles provided, close umbrellas, put away pool toys and neatly place chairs, tables and lounges around the pool deck area. Any personal items left behind may be discarded by the Condominium.
- 4) Tables and chairs are on a first come, first serve basis and should not be reserved for anyone not in the pool area.
- 5) There is no lifeguard on duty; children under 15 are not permitted to swim without supervision of a responsible individual age 16 or older.
- 6) All Owners and Occupants are required to familiarize their children and guests with and enforce pool rules.
- 7) The pool will be in operation between 6 a.m. and 11 p.m. from May 1st – September 30th.
- 8) Owners and Occupants hosting an event in pool area are required to complete and comply by the rules of the Club Room & Pool Rental Agreement.
- 9) Owners and Occupants' guests:
 - No more than 4 people may be the guest of 1 Owner or Occupant
 - All guests must adhere to rules
 - Owners and Occupants are responsible for cleaning the pool area immediately upon guest's departure
 - Guests shall not prohibit or disturb the use of the pool area by Owners and Occupants
- 10) No alcoholic beverages are allowed to be in the possession of anyone under 21. Anyone intoxicated or showing signs of intoxication will be denied use of pool facilities.
- 11) Smoking is not permitted in the pool area.
- 12) Playing of radios or stereos with external speakers is not allowed in the pool area.
- 13) Excessive or loud noises (yelling, screaming, etc) are not acceptable. Any violator may be asked to leave the pool area if they do not comply with Courtesy Officer's request to lower the noise.
- 14) No pets are allowed in the pool or surrounding areas.
- 15) Children must be toilet trained to enter the pool.
- 16) Water wings, children's small round floats, soft plastic balls and other floatation devices are permitted if they do not interfere with others using the facilities.

NOTE: All Owners, Occupants, and guests agree to use the pool at their own risk. The Association makes no warranties or representations regarding the safety or security of the pool, nor will the Association assume any liability what-so-ever related to injury of person or property in or around the pool area. By using the pool and related amenities, all Owners, Occupants, and guests release the Association from any and all claim or cause of action of any kind related to the use and enjoyment of the pool and related amenities.

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POOL AND CLUB ROOM RESERVATION AGREEMENT POLICY

In consideration for the Manor House Condominium Association, Inc. allowing me the use of the Manor House Pool and Club Room equipment and furnishings therein (the "Facility"), I, the undersigned Owner/Occupant of the Manor House Condominium Association, Inc. agree as follows:

- 1) I agree to "rent" the _____ Pool _____ Club Room (check applicable) at the Manor House on _____ 200 _____, under the terms and conditions set forth below.
- 2) I understand that I am being afforded the exclusive use of the Club Room only. If the pool is open, the use of the pool by persons is non-exclusive and such persons will not interfere with the use of the Facility and Facility area by persons not attending my function.
- 3) The party or other function will end by 10:00 p.m. (Sunday – Thursday) or 11:00 p.m. (Friday, Saturday and holidays). I understand that continued use of the Facility after these hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit and act as a liquidated damage.
- 4) I will make a refundable deposit in the amount of \$300 upon submission of this Application and Agreement. I understand and agree that in addition to the liquidated damage provision set forth above in 3), this deposit will be used to pay for cleaning costs and any and all damages resulting to the Facility, its contents or any other portion of the Association property from my actions or any actions of persons present at, attending or in any other way related to my function. I understand that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within 10 days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, and expenses incurred by the Association as a result of the use of the Facility under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and By-Laws.
- 5) I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, present, past and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Facility and its appurtenance. If alcoholic beverages will be served at, or brought to the function, then I understand and agree that I am responsible for ensuring that any consumption or serving of alcohol at the function is done strictly in accordance with the laws and ordinances of the City of Atlanta and State of Georgia. I further acknowledge and agree that no alcoholic beverages will be sold, manufactured or made at the function.
- 6) I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and member, present, past and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorney's fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the function and/or the rental or use of the Facility.
- 7) I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws and Rules and Regulations, including the Manor House Pool and Club Room Policy. I acknowledge that violation of any provision of these documents by any person present at, attending, or in any other way related to my function may, in the sole discretion of the Association's Board of Directors, result in immediate termination of the function and forfeiture of my deposit.

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- 8) I understand that I am being granted the exclusive use of the Club Room and/or the non-exclusive use of the Pool for the time period described above subject to the right herein reserved by the Association to enter the Club Room and terminate my use thereof should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property.
- 9) I am a member of the Association, at least twenty-one years of age, and will be in attendance at my function. I hereby agree and represent that the Facility will be used for lawful purposes only, and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Facility under this Agreement shall terminate and the Association shall have the right to take possession of the Facility and instruct my guests to leave the property.
- 10) Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part in person or by mail.
- 11) I agree to be bound by the Manor House Pool and Club Room Reservation Agreement Policy and the Pool rules and to clean the Facility after use.
- 12) No furniture or property of the Manor House will be removed. Any items removed will be replaced by the Association and the cost billed to me.
- 13) I understand that my reservation of the Facility on the aforementioned date will not be confirmed, nor will the Agreement be binding, until such time as this Agreement has been executed by the Association.
- 14) **Under no circumstance can an Owner or Occupant rent the Facility if his/her Association Assessments are not up-to-date.**
- 15) I have carefully read and understand this rental form and agree to be bound by its terms.

Address

Signature

Home Phone/Cell Phone

Name (please print)

Date

Deposit \$300 paid on _____, 200 ____.

Amount refunded \$ _____ on _____, 200 ____ . Method: _____

AGREED TO AND ACCEPTED BY THE MANOR HOUSE CONDOMINIUM ASSOCIATION, INC.

By: _____ Date: _____

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FITNESS CENTER RULES

- 1) Wipe down equipment and surrounding area after use
- 2) Re-rack free weights and dumbbells to racks provided
- 3) Put away mats and other equipment you use
- 4) Limit use of cardio equipment to thirty (30) minutes during peak hours (5PM-8PM) or if another Owner or Occupant is waiting
- 5) Remember to turn "off" lights, television, heating & air conditioning
- 6) Please dispose of all water bottles, dirty towels or other personal items brought into the fitness center
- 7) No pets allowed in fitness center
- 8) No smoking, alcohol or food allowed in the fitness center
- 9) Children under the age of 15 are not allowed to use the facility without adult supervision
- 10) Do not remove equipment or property from the fitness center
- 11) Some of the equipment is the property of Unit Owners. If you break or damage or remove these items, you must replace them in a timely manner.
- 12) Guests must be accompanied by an Owner or Occupant. Limit one (1) guest per resident. Guests are not permitted to use the fitness center during the hours of 5AM-8:30AM and 4PM-9:30PM weekdays and 9AM-8PM weekends. Owners and Occupants are responsible / liable for any damage or theft caused by their guests.
- 13) Report issues, comments, and questions to Courtesy Officer or Board of Directors.
- 14) Personal trainers are not allowed to conduct business in the fitness center, unless an Owner or Occupant is personally utilizing the trainer's services and the Owner and/or Occupant is present at all times in the fitness center with the trainer. Trainers must provide the Courtesy Officer and the Board of Directors with current personal trainer certification (by ISSA), proof of insurance and CPR certification to keep on file prior to training an Owner or Occupant in the fitness center. Trainers must sign in and out with Courtesy Officer and adhere to the guest hour limitations as stated in #14 above.

PLEASE respect the equipment and property!!!! Remember – it is the responsibility of the Owners and Occupants to maintain the facility and equipment; the Association is not responsible for cleaning up after you.

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Owner/Occupant Information/Data Collection Form

Welcome to the Manor House!

We hope you will enjoy living here as much as we do.

Please complete the attached information sheet and return it to the Courtesy Officer as soon as possible. This information will be used to provide you with timely updates and important information. Please note that most correspondence is distributed via email. Also, please read the Manor House Condominium docs, Rules and Regulations along with all distributed correspondence.

Thank you!

Unit #: _____ Storage Unit #: _____

Check one: _____ Owner _____ Renter

PARKING INFORMATION:

Assigned Parking #s _____ and _____

Year/Make/Model and color of car(s)

(1) _____

(2) _____

EMERGENCY CONTACT INFORMATION:

Name: _____ Relationship: _____

Phone #: _____ Alt. phone #: _____

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OWNER/OCCUPANT INFORMATION:

Name: (1) _____
Last Name First Name

Home Phone # _____

Work # _____

Cell # _____

Fax # _____

Preferred email address _____

Alternate email address _____

Name: (2) _____
Last Name First Name

Home Phone # _____

Work # _____

Cell # _____

Fax # _____

Preferred email address _____

Alternate email address _____

Children's Names and Ages (if applicable)

Pet's Name and Breed (if applicable)

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Lease Permit Application

Instructions: Complete Sections I and II as directed. Please submit to the Board of Directors and allow 7 days for review and authorization. Lease may not begin until approval has been received, but must commence within 90 days of issuance; otherwise permit is automatically revoked.

Section I

Name of Homeowner (Please Print) Unit # Day Phone # Home Phone #

Proposed lease start date _____ Proposed Lease Term _____

Please attach a copy of the proposed lease form with your application.

Section II

Please refer to Section 15 of the Declaration and Page 8 of the Rules and Regulations for a full description of requirements.

By signing below, I hereby agree to the terms and conditions set forth in the Declaration of Condominium for Manor House at 50 Biscayne Condominium Association, Inc.

Homeowner's Signature _____ Date _____

For Office Use Only

Application: _____ Approved _____ Denied _____ Waitlisted

Reason: _____ Maximum Permits Issued _____ Insufficient Documentation
_____ Account Past Due _____ Unacceptable Lease Form _____ Other

Comments: _____

Authorized By _____ Date _____