

# THE ELLIOTT

## Condominium Association Rules

Owners & Occupants of The Elliott are responsible for the following rules, as well as the Condominium declaration and bylaws adopted 9/12/2019.

Complaints may be submitted in writing to the property manager for the Board of Directors to review. For urgent or after-hours complaints, please reach out to the President of the Board or reach out to your neighbor at your discretion. For after-hours emergencies, please reach out to Sarah Hohwald at 470-816-6729 and/or call 911 if needed.

After receiving a violation, any questions, appeals, or other feedback must be directed to property management; the Board will not facilitate these discussions directly.

### Contact Information

**Property Manager**

*Sarah Hohwald*

SoHome Management

P.O. Box 1482, Commerce, GA 30529

470-816-6729

[sarah@sohohmanagement.com](mailto:sarah@sohohmanagement.com)

**President of the Board of Directors**

*Elizabeth Savage*

171 6<sup>th</sup> St. NE, Unit 7

770-377-5085

[elizabeth.savage10@gmail.com](mailto:elizabeth.savage10@gmail.com)

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## **1. QUIET ENJOYMENT & EXTERIOR APPEARANCE**

- 1.1. Quiet hours are between 11:00 PM and 9:00 AM. Excessive noise is prohibited during this time.
  - 1.1.1. Excessive noise includes, but is not limited to, loud music, TV or talking, barking dogs, loud birds and any other pets, vacuuming, etc.
- 1.2. No flags, signs or other elements that detract from the integrity of the building may be hung on the building or in windows that are in clear view from the street except during holidays without prior consent of the Board.
- 1.3. Satellite dishes of any sort are not permitted on or around the building under any circumstances.
- 1.4. Residents are required to place an area rug or carpet in living rooms and bedrooms to help prevent noise transmission that disturbs neighboring units. Required coverage (in percentage of floor area) will be determined at the Board's discretion, particularly in the instance of noise complaints.

## **2. COMMON AREAS**

### **2.1. Smoking**

- 2.1.1. Smoking is prohibited in all interior common elements (hallways, staircases, basement, etc.) Smoking is not allowed within ten feet of the building.

### **2.2. Alley & Courtyard - also see Section 3: Pets**

- 2.2.1. No garbage or recycling is to be left on the back decks or any other common area.
- 2.2.2. In the alley, all trash / recycling must be placed inside the bins. Boxes must be broken down and any item placed in the bin must not prevent the bins from closing. Any item that doesn't fit in a bin will warrant a special arrangement with the [city of Atlanta's bulk pickup program](#) and is the responsibility of individual unit Owners & Occupants.
- 2.2.3. Gas or charcoal grills are permitted in the courtyard when in use, but must be stored in the basement. (also see Section 4.3.5)

### **2.3. Decks**

- 2.3.1. Items which may not be stored on decks at any time, include but are not limited to garbage, gas, charcoal or other open-flame grills, tools or construction materials, clothing or shoes, food, etc.

- 2.3.2. Dead plants should be promptly removed from planters. Planters on decks should be repotted or can be left empty.
- 2.3.3. The Board reserves the right to request that Owners or Occupants remove any object placed on decks either permanently or temporarily.

## **2.4. Basement**

- 2.4.1. Items which may not be stored in the basement at any time include but are not limited to food, hot coals, animals, hazardous substances, weapons, fireworks, etc.
- 2.4.2. Items which may not be stored in the basement at any time without prior explicit consent from the Board, include but are not limited to permanent appliances (such as HVAC units), plugged in appliances, and/or other large appliances (such as a refrigerator).
- 2.4.3. Each unit may occupy 2 shelves (recommended 36" wide each), or similar sized space. One (1) shelf will be provided per unit by the Association. No other space may be used without the prior explicit consent from the Board. All shelves and large items must be labeled.
- 2.4.4. Bikes (one per resident), strollers (one per unit), and wheelchairs are not included in the limited space allotted. Bikes must be stored in the back room on the right where a bike rack is located.
- 2.4.5. The Board reserves the right to request that Owners or Occupants remove any object placed in the basement either permanently or temporarily.

## **2.5. Hallways & front entrances**

- 2.5.1. Any dirt or debris caused by Owner, Occupants or Guests must be cleaned promptly by the responsible party.
  - Note: In particular, spills on the marble floor in the lobby must be cleaned up immediately. No acidic products of any kind may be used on this flooring. If you are unsure, please check with a Board member to determine if your cleaner is safe to use.
- 2.5.2. No items should be stored in the hallways or around the outside entrance, including shoes, umbrellas, strollers, etc. Never leave trash in the hallway or outside entrance. Please do not tamper with contents of hallway cabinets as they are used by the HOA to store supplies.
- 2.5.3. The Board reserves the right to request that Owners or Occupants remove any object placed in hallways either permanently or temporarily.
- 2.5.4. Residents are not permitted to change the paint color of their unit doors, nor replace their door numbers. Door knobs may be updated at the Owner's discretion with prior Board approval. All hallway-facing door knobs/entry sets must be a brass finish (polished, antique or brushed are all acceptable).

Hallway-facing doormats must be in good condition and should meet the following specifications:

- Mats should measure 18x30”
- Mats should be made of coir material
- Mats may be plain or have a simple design limited to a border, foliage, pattern, initial or “welcome” in black only.

If you are unsure if your doormat meets specifications, please reach out to the Board for confirmation.

## **2.6. Moving & Deliveries/Removal**

*“Moving” refers to any time an Owner or Occupant moves their personal possessions into or out of The Elliott and changes residence. “Deliveries/removal” refers to the delivery or removal of large items such as furniture (headboards, bed frames, couches, armchairs, dressers, media cabinets, tables, etc.) or appliances/fixtures/finishes (refrigerators, ranges, dishwashers, W/D, cabinetry, countertops, flooring, large mirrors or art, etc.)*

- 2.6.1. The Board must be notified a minimum of 48 hours in advance of moves or deliveries/removal
- 2.6.2. Moves or deliveries/removal must occur between 9:00 AM and 6:00 PM, and may not take place during major holidays (see list in section 6.5).
- 2.6.3. A \$500 security deposit is required before the move-in or move-out date for residents who use a professional licensed and insured moving company. For residents who choose to move via alternate means, a \$1,500 deposit is required. The deposit may be refunded when moving is complete and a walk-through inspection is completed by the Board. The individual providing the security deposit is responsible for the cost of repair for any damage to or theft from the hallways during the scheduled move, as well as any deep clean that may be required as a result of the move.
  - Regardless of the method used, the posts of the stairway banisters must be wrapped and the marble lobby floors must be covered to prevent damage.
- 2.6.4. A \$500 security deposit is also required before large appliance, furniture, or other large item deliveries or removal that may be purchased or sold outside of a move or as a part of a renovation.

### **3. PETS**

- 3.1. One (1) dog is allowed per residence whether it belongs to an Owner, Occupant, or Guest. Dogs may not exceed 30 pounds fully grown. For the comfort of all residents, it is the unit Owner's responsibility to minimize pet noise at all times.
- 3.2. Owners & Occupants are responsible for controlling any pets brought on condo property.
- 3.3. Dogs must remain leashed and must be accompanied in all Common Elements. Dogs must be curbed prior to enjoying the courtyard area while accompanied and on leash - the courtyard is not intended as a potty area.
- 3.4. Any pet waste expelled on any part of the Common Elements or Limited Common Elements must be removed and disposed of in the proper manner, and the soiled area must be cleaned and disinfected by the responsible party immediately.
- 3.5. Pets that are found to be using the courtyard or other landscaping as a relief area may be disallowed from using the outdoor Common Elements at the Board's discretion.

### **4. SAFETY & SECURITY**

#### **4.1. Doors**

- 4.1.1. The lobby and basement doors and gates are to remain locked at all times, unless attended.
- 4.1.2. All unit Owners must provide a copy of their unit key(s) to the Board, exclusively for purposes of emergencies, maintenance, security, and safety. If an Owner changes the lock to his/her unit, a copy of the new key must promptly be provided. If an emergency occurs which requires entry into a unit and no such key is provided, the Board will authorize forceful entry into the unit, with all related costs and damages solely at the Owner's expense.

#### **4.2. Fire safety**

- 4.2.1. The fire department requires the unit number be on the front door of the unit.
- 4.2.2. All unit Owners are required to install and maintain smoke and CO detectors in working order.
- 4.2.3. All unit Owners are responsible for maintaining dryer vents, range vents, and other vents serving the unit.
- 4.2.4. The basement lights must be turned off before locking the door.

- 4.2.5. Hibachi, gas, charcoal-fueled or any other open flame grills may not be used on any of the decks, as per fire code. They can be used on the brick or mulch areas of the courtyard. The grill must be stabilized before use as the courtyard ground is uneven. Active grills should not be left unattended. After use, coals and ashes must be properly and safely disposed of as soon as possible, and not left on the common elements.
- 4.2.6. Entrances, fire escapes, hallways, and other common areas may not be obstructed.
- 4.2.7. Do not park in the spot at the end of our alley on 6th St. marked "No Parking" and block the alley. Fire department access is through the back gate and the trash bins are placed there for city pick up. Everyone, including residents, will be towed from that spot for building safety.

## **5. HOMEOWNER RESPONSIBILITIES**

### **5.1. Association dues & assessments**

- 5.1.1. Association dues are due in full on the 15th day of each month. Any dues or assessments which remain unpaid after ten (10) days of the due date are delinquent and will incur a late fee equal to the lesser of \$10.00 or 10% of the amount due per month and interest (10% per year) until the amount owed is paid in full. If assessments and charges remain unpaid for thirty (30) days after the dues/assessment first become delinquent, the Association may institute suit to collect all amounts due. Owner's right to vote and to use and enjoy the Common Elements of the Condominium will also be automatically suspended. Please refer to Section 9 (C) of the Condominium Declaration for complete details.

### **5.2. Insurance**

- 5.2.1. All Owners shall maintain, at all times, homeowner's insurance covering those portions of their Unit to the extent not insured by the Association. Each Unit Owner shall furnish a copy of the Declaration page of such insurance policy or policies to the Association at the request of the Board.
- 5.2.2. All Tenants must obtain renters' insurance to cover their personal belongings.

### **5.3. Dryer Vents & HVAC**

- 5.3.1. All Owners shall perform annual maintenance on their vented dryers (non-vented dryers excluded) and their HVAC units (outdoor and indoor units) and provide proof of maintenance to the Board.

#### **5.4. Temperature control**

- 5.4.1. Owners & Occupants must keep units at a minimum of 55 degrees Fahrenheit when the outside temperature is at or below 32 degrees Fahrenheit, and a maximum of 82 degrees Fahrenheit when the outside temperature is forecasted to exceed such temperature.

#### **5.5. Pest control**

- 5.5.1. Pest Control within each unit is the responsibility of the Owner. If a problem with infestation occurs and the Owner does not take action to address the problem two (2) days after the Board has provided the Owner written notice, the Association or its agent has the right to enter and treat the Unit as necessary at the Owner's expense.

### **6. RENOVATIONS, REPAIRS & MAINTENANCE**

*Please refer to section 2.6 Moving & Deliveries and adhere to these rules when planning moves in, out, furniture and fixture deliveries.*

- 6.1. Unit Owners are required to seek approval from the Architectural Control Committee for planned renovations impacting building structure or involving common elements (including but not limited to the removal of walls, shared plumbing, etc.) or impacting the exterior appearance of the building for architectural control review and approval. Please submit a request to the Board via email at least 21 days before construction to allow ample time for due diligence. Please refer to Section 11 of the Condominium Declaration for complete details.
- 6.2. The Board reserves the right to request renovations be rescheduled within a reasonable timeframe.
- 6.3. Construction, renovations, or noisy and disruptive repairs are limited to the hours between 9:00 AM and 7:00 PM, unless prior arrangements with impacted neighbors and the Board have been made.
- 6.4. Courtesy notices are required as soon as possible and at a minimum 24 hours in advance when work will be loud, cause an odor that can be smelled outside of the unit, or disrupt utilities to another unit. Any disruption to the utilities that affects more than one unit can only occur between 9:00 AM and 5:00 PM on weekdays with advance notice to the Board. Please email the Board directly and they will communicate on your behalf.



**6.5.** Unit Owners may not undertake disruptive work on the following major holidays (other major holidays not listed may be requested in writing to the Board on an annual basis):

- New Year's Day (January 1)
- Easter (Western dates)
- Mother's Day (second Sunday of May)
- Memorial Day (last Monday of May)
- Father's Day (third Sunday of June)
- Independence Day (July 4)
- Rosh Hashanah (dates vary)
- Yom Kippur (dates vary)
- Thanksgiving Day (fourth Thursday of November)
- Christmas Day (December 25)

**6.6.** Owners are required to submit insurance and license documentation from any contractor working on plumbing, electricity, HVAC systems, common and structural elements and other major renovations at the Board's discretion before work can begin. We recommend requesting these documents along with estimates.

**6.7.** Renovations in a unit should not exceed three (3) months without prior written consent from the Board.

**6.8.** The day-to-day removal of dust and/or debris from any common area as a result of any individual unit's construction or renovation projects is the responsibility of the unit Owner. Dust and debris left for more than 3 days will be professionally cleaned and billed to the unit Owner.

**6.9.** Except between the hours of 9:00 AM and 7:00 PM, all construction and demolition materials and debris must be contained within the unit or removed from the premises. Construction materials cannot be disposed of in the alley, in trash and recycling bins or stored in the basement.

**6.10.** Written pre-approval must be obtained from the Board before bringing construction dumpsters onsite.

**6.11.** Any damage to the building or property from Owners or Occupants, contractors, construction workers, etc. are the responsibility of the unit Owner. The unit Owner will be billed for all necessary repairs resulting from damage.

**6.12.** Owners, or a proxy authorized to make decisions on their behalf are required to be accessible by text or phone at all times during the renovation. Contact information must be provided to the Board in the event that the Owner will be absent during repair/renovation.

**6.13.** Contractors may not disable any system used for building safety (including fire alarms, smoke detectors) without notice and approval by the Board.

**6.14.** Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and all Limited Common Elements assigned to the Owner's Unit. See section 10.A from the Declaration for more details.

## **APPENDIX A: SELLING A UNIT**

*Please refer to section 2.6 Moving & Deliveries and adhere to these rules when planning moves in, out, furniture and fixture deliveries.*

### **1. Signs**

1.1. When a unit is for sale, a customized The Elliott Condominium “unit for sale” sign provided by the Association can be posted on the Piedmont and 6<sup>th</sup> corner of the property. No other realtor signs may be placed on the property with the following exceptions:

1.1.1. One 24”X 24” or smaller for sale sign may be placed inside the unit

1.1.2. One flyer holder per unit is allowed at the base of the Association’s supplied for sale sign only

1.1.3. On the day of an open house, one open house sign and additional information holders may be placed outside the building. It is the unit Owner’s responsibility to ensure any sign is removed the same day at the end of the open house.

### **2. Responsibility to share condo documents**

2.1. Sellers/their agents are required to share the current Piedmont at Sixth Declaration and Bylaws as well as the building rules and fine structure with the buyer.

### **3. Capital Contributions**

3.1. At closing, buyers are responsible for a one-time, non-refundable capital contribution corresponding to two (2) months of HOA dues. Once collected, the capital contribution will be deposited into the HOA's reserve fund, and serve as a savings account for the property.

*Note: A move in/move out fee and a refundable security deposit will also be assessed.*

### **4. Other**

4.1 The two (or more, if additional were distributed) fobs assigned to the unit must be returned to the Board for reprogramming for the next Occupant.

## **APPENDIX B: LEASING A UNIT**

*Please refer to section 2.6 Moving & Deliveries and adhere to these rules when planning moves in, out, furniture and fixture deliveries.*

### **1. Leasing** (please refer to Section 13 of the Declaration for more information)

- 1.1. To be considered for a leasing permit, an Owner must submit a written request to the property manager at Silverleaf at least 30 days prior to entering a lease with a prospective Tenant.
- 1.2. Rentals are capped at a maximum of three units at any given time (two if rented by non-grandfathered Owners). Should the rental cap be reached, Owners may request to be placed on a leasing waiting list by submitting a request in writing to the property manager at Silverleaf.
- 1.3. If a spot opens, Owners on the list will be contacted in order and be given 90 days to provide a proposed lease to the Board for consideration, or decline the opportunity to rent. Lack of response during the 90 day period will be considered as declining the opportunity to rent. After this 90 day period, should no lease be provided to the Board, the next Owner on the waiting list will be contacted, so on and so forth until a unit Owner provides a lease or all the Owners on the list have been contacted.
- 1.4. Unit Owners declining an opportunity to rent will be removed from the leasing waiting list until they submit a new request in writing (see point 1.2).
- 1.5. If the rental cap is not reached and all Owners on the leasing waiting list have been contacted and have declined / failed to provide a proposed lease, the waiting list is effectively canceled until the rental cap is reached again.

### **2. Signs**

- 2.1. When a unit is for lease, a customized The Elliott Condominium “unit for rent” sign provided by the Association can be posted on the Piedmont and 6<sup>th</sup> corner of the property. No other signs may be placed on the property with the following exceptions:
  - 2.1.1. One 24”X 24” or smaller for rent sign may be placed inside the unit
  - 2.1.2. One flyer holder per unit is allowed at the base of the Association’s supplied for rent sign only

**3. Responsibility to share condo documents**

3.1. Tenants must be provided a copy of the Declaration, Bylaws and building rules prior to moving in.

**4. Short term rentals**

4.1. Short term rentals (AirBnB, VRBO, etc.) are not allowed under any circumstances.

**5. More information**

5.1. Please refer to Section 13 of the Condo Declaration for complete details on leasing a unit.

**6. Other**

6.1. The two (or more, if additional were distributed) fobs assigned to the unit must be returned to the Board for reprogramming for the next Occupant.

## APPENDIX C: FINE STRUCTURE

Rule	Maximum fee per first incident unless otherwise stated	Maximum fee per second incident unless otherwise noted (fee doubles for any subsequent offense)
<i>*First offenses not rectified within 7 days will incur a second offense, and so on</i> <i>**First offenses not rectified within 30 days will incur a second offense, and so on</i>		
<b>QUIET ENJOYMENT</b>		
1.1 Quiet hours between 11 PM - 9 AM	Notice	\$100.00
1.2 Flags, signs, other elements hung on building / windows	Notice*	\$100.00
1.3 Satellite dishes	\$100.00**	\$200.00
1.4 Rugs / carpets	Notice	\$100.00
<b>COMMON AREAS</b>		
2.1 Smoking prohibited in interior common elements / 10 feet courtyard	\$100.00	\$200.00
2.2.1 Garbage left in back decks / common areas	Notice*	\$50.00
2.2.2 Garbage items left in alley but not placed in bins	Notice*	\$50.00
2.2.3 Gas / charcoal grills left in courtyard	Notice*	\$100.00
2.3.1 Unauthorized items left on deck	Notice*	\$100.00
2.3.2 Dead plants left on deck	Notice**	\$25.00
2.4.1 Unauthorized items stored in basement	Notice**	\$100.00
2.4.3 Unauthorized use of space in basement	Notice**	\$100.00
2.4.4 Bikes improperly stored	Notice**	\$100.00
2.5.1 Debris / dirt left in hallways / front steps	\$50.00*	\$100.00
2.5.2 Unauthorized items left in hallways / front steps	Notice*	\$100.00
2.5.4 Door color/hardware/doormat compliance	Notice**	\$100.00
2.6.1 Move/Delivery/Removal without proper notice	\$100.00	\$200.00
2.6.2 Move/Delivery/Removal outside permitted hours	\$100.00	\$200.00

2.6.3 & 4 Move/Delivery/Removal w/o security deposit	\$100.00 + cost of damage repair	
<b>PETS</b>		
3.1 Dog allowance exceeded / dog over weight limit	Notice**	\$25.00/day
3.3 Unleashed dog	Notice	\$100.00
3.4 Pet waste	\$50.00	\$100.00
3.5 Pet courtyard access	Notice	\$50.00
<b>SAFETY AND SECURITY</b>		
4.1.1 Lobby / basement doors & gates left unlocked	\$100.00	\$200.00
4.1.2 Failure to provide copy of key to Board	\$100.00	\$200.00
4.2.1 Number not on unit door	\$100.00*	\$200.00
4.2.2 No smoke / CO2 detectors installed	\$100.00*	\$200.00
4.2.3 Failure to maintain dryer / range vents	\$100.00**	\$200.00
4.2.4 Basement lights not turned off	Notice	\$50.00
4.2.5 Open flame grills used on decks / improper use of grills in courtyard	\$100.00	\$200.00
4.2.6 Entrances, hallways, escape routes obstructed	\$100.00*	\$200.00
4.2.7 Parking in fire lane at end of alley	Notice	\$100.00
<b>HOMEOWNERS RESPONSIBILITIES</b>		
5.2.1 No homeowners insurance	\$200.00**	\$400.00
5.2.2 No tenant insurance	\$200.00**	\$400.00
5.3.1 Missed dryer vent or HVAC maintenance	\$100.00**	\$200.00
5.4.1 Negligent temperature control	\$100.00 + cost of damage repair	
5.5.1 Not treating for pest in case of infestation	\$100.00 + cost of pest control	
<b>RENOVATION, REPAIRS &amp; MAINTENANCE</b>		
6.1. Work on common elements/ structural elements/ etc. w/o approval from ACC	\$250.00 + removal of alteration & necessary repairs	
6.3 Renovations outside of permitted hours	\$100.00	\$200.00
6.4 No timely notice of disruptive work (water shutoff, odors, excessive noise, etc.)	\$100.00	\$200.00
6.5 Disruptive work on major Holidays	\$100.00	\$200.00

6.6 No submission of insurance / license documentation for contractors	\$100.00	\$200.00
6.7 Renovations lasting more than 3 months w/o Board consent	Notice to stop or \$25.00/ day	
6.8 Dust / debris from renovation not properly handled	\$100.00*	\$200.00 + prof. cleanup fee
6.9 Construction materials improperly handled	\$100.00*	\$200.00
6.10 Unapproved construction dumpsters	\$400.00 + \$50.00/day + removal	
6.11 Damage to building from renovation	\$200.00 + cost of damage repair	
6.12 Owners/ designated proxy not accessible during renovation	\$100.00	\$200.00
6.13 Contractors disable safety systems without notice & Board approval	\$200.00	\$400.00
6.14 Failure to maintain unit in good repair	Notice**	\$100.00
<b>SELLING A UNIT</b>		
A.1 Unauthorized signage	Notice	\$50.00
A.4 Fobs	\$25 per fob	
<b>LEASING A UNIT</b>		
B.1 & B.4 Leasing violation	0-30 days: \$25.00/day // 31-60 days: \$50.00/day // 61+: \$100.00/day	
B.2 Unauthorized signage	Notice	\$50.00
B.6 Fobs	\$25 per fob	