

# Community Standards of Conduct and Rules

## STILLWOOD TOWNHOMES

October 1, 2014

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# 1 Definitions

- A. **Architectural Review Committee or ARC** means the committee established to exercise the architectural review powers. This shall be the Board of Directors of the Association unless the Board appoints a separate ARC. The ARC deals with both aesthetic considerations concerning Limited Common Property utilizing the Community-Wide Standard and the review of Owner proposals for unit modifications.
- B. **Association** means Stillwood Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- C. **Balcony** means an outdoor space inset into the upper story of a unit, accessible only through the unit and entirely covered by the ceiling of such unit that is enclosed on at least two sides by exterior walls of the unit and the remaining sides by a railing.
- D. **By-Laws** means the By-Laws of Stillwood Homeowners Association, Inc.
- E. **Board or Board of Directors** means the body responsible for management and operation of the Association.
- F. **Common Property** means portions of the property, subject to the Declaration, that is not included within the boundaries of a particular Unit such as, but not limited to, the garden areas, and driveways.
- G. **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing in the Community. The Board of Directors and the Architectural Review Committee may more specifically determine such standard.
- H. **Deck** means a raised, uncovered platform surrounded by a railing that is attached to the exterior wall of the unit and is only accessible through the unit and not from common property grounds.
- I. **Guest** means any visitor to a Unit to see an Occupant.
- J. **Limited Common Property** means portions of the property within the Common Property reserved for the exclusive use of those entitled to occupy one or more Units such as, but not limited to, parking spaces, mailboxes, balconies, decks, and porches.
- K. **Occupant** means any person staying overnight in a dwelling on a Unit for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.
- L. **Owner** means the record titleholder of a Unit, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Unit shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Unit.
- M. **Porch** means a raised platform attached to the exterior wall of the unit that provides access to the unit's front door from common property grounds outside the unit.
- N. **Property Manager** means the person responsible for supervising the day-to-day operations on behalf of the Association. This person has the authority to make emergency decisions to allow the Association to run in an efficient manner.
- O. **Unit** means any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes a single dwelling site, as shown on the

subdivision plat(s) for the Community, recorded in the land records of DeKalb County, Georgia.

- P. **Violator** means the Owner of the unit when the Owner, their family members, their guests, or their Occupants violates the rules of the Association. The Owner is ultimately responsible for the actions of themselves and their family members, Guests, and Occupants.

## **2 Community Standards of Conduct and Rules**

### **2.1 Abandoned Personal Property**

Personal property that is placed for more than 24 hours in any of the Common Property is considered abandoned.

If the Unit Owner or Occupant is known, the Property Manager will place a warning notice on the property and/or the Unit Owner's or Occupant's door. If the property is not removed within 2 days, the Property Manager will remove the property. The Association is under no obligation to return, replace, or reimburse the owner of the property.

If the Association deems the abandoned property to constitute an emergency or the owner cannot be determined, then the property may be removed immediately and without prior notice.

Violators will receive a fine notice of up to \$250 and all costs for removal including any costs incurred by the Association.

### **2.2 Air Conditioners**

#### **2.2.1 HVAC Systems**

Existing lines for HVAC within the Units should be utilized. If issues arise with using existing lines, contact the ARC for installation requirements on new lines.

Violators will receive a fine notice up to \$50 per week until remedied and all costs for restoration including any costs incurred by the Association.

#### **2.2.2 Window Units**

Window unit air conditioners are not permitted.

Violators will receive a warning notice to remove the window until within 14 days. After 14 days, violators will receive a fine notice of \$50 per week until remedied.

### **2.3 Bicycles**

Bicycles may only be stored within garages, on balconies, or on decks. They cannot be stored on or around porches nor under decks. Bikes are stored on common or limited common property at the owner's risk; the Association is not liable for damages or loss of any stored bicycles.

Violators will receive a fine notice of \$50 per week until remedied.

### **2.4 Cables/Dishes/Antennas**

Dishes and antennas must be installed in the least conspicuous location available on the Unit roof that permits reception and shall be properly grounded. All cables must be run in the least conspicuous manner and unused cables must be removed.

Poorly installed cables, dishes or antennas may require the Unit Owner to make changes to their installation. The Association is not liable for any additional cost incurred by the Unit Owner if the cabling, dish or antenna requires changes based on the Community-Wide Standard.

Violators will receive a fine notice of \$50 per week until remedied.

## **2.5 Contact Information**

Unit Owners and Occupants are required to provide contact information to the Property Manager within 7 days of taking possession of the Unit. Unit Owners are responsible for ensuring all Occupants comply.

See the Contact Information Form in the form section of this document for required information. Once the form is provided to the Property Manager the Unit Owner will receive access to the online property management system.

Violators will receive a fine notice of \$50 per week until remedied.

## **2.6 Energy and Water Collection Devices**

Solar, wind, or other energy collection devices are prohibited except as installed by the Association.

Water barrels or other collection devices are prohibited except as installed by the Association. Modification of gutter system for any rainwater collection is prohibited except as modified by the Association.

Violators will receive a fine notice of \$50 per week until remedied.

## **2.7 Firearms and Fireworks**

The discharge of firearms is prohibited except by Law Enforcement. The display of firearms is prohibited except to move firearms between Unit and vehicle. Firearms include "B-B" and pellet guns.

The discharge or display of fireworks is prohibited. Violators will receive a fine notice of \$500 per occurrence.

## **2.8 Grilling**

Dekalb County code states the following in "Sec. 12-23. Spread of fire."

*(b) It shall be unlawful for any person to ignite a fire of any type within four (4) feet of a combustible building, including ignition under combustible overhangs and balconies.*

### **2.8.1 Liquefied Petroleum Gas Grills**

Liquefied petroleum gas grills or liquid fueled burners shall not be kindled or maintained (stored) on or around balconies, porches, or within four (4) feet of combustible portions of the building. Liquefied petroleum gas grills or liquid fueled burners can be maintained in garages and on decks.

Kindling violators will receive a fine notice of \$500 per occurrence and maintenance violators will receive a fine notice of \$50 per week until remedied.

### **2.8.2 Charcoal Grills**

Charcoal grills shall not be kindled or maintained (stored) on or around balconies, porches, decks, or within four (4) feet of combustible portions of the building. Charcoal grills can be maintained in garages.

Kindling violators will receive a fine notice of \$500 per occurrence and maintenance violators will receive a fine notice of \$50 per week until remedied.

### **2.9 Hazardous Materials**

The storage of hazardous materials such as flammable liquids is prohibited in the Common Property and Limited Common Property.

The Association will remove hazardous materials immediately with no notice.

Violators will receive a fine notice of \$500 per occurrence and all costs for removal including any costs incurred by the Association.

### **2.10 Heating of Units in Colder Months; Cooling of Units in Warmer Months**

In colder months, all Unit Owners and Occupants are expected to maintain a thermostat setting of at least 55°F or higher in order to prevent breakage of water pipes.

During warmer months, all Unit Owners and Occupants are expected to maintain a thermostat setting of no more than 82°F or lower.

If the outside temperature is forecast to reach 32°F or below, all Unit Owners and Occupants must shut off any and all cut-off valves for any and all outdoor spigots.

Violators will receive a fine notice of \$500 per occurrence and all costs for restoration including any costs incurred by the Association.

### **2.11 Leasing of Units**

Please review section 14.D of the “Amended and Restated Declaration of Membership and Additional Covenants,” and the “First Amendment” to that Declaration. If you need copies of these legal documents or have questions, please contact the Property Manager.

Stillwood Townhomes’ Declaration allows for six of the POAA Units to be leased at one time. Leasing means occupancy of a Unit by someone other than the Unit Owner or a family member of the Unit Owner.

Prior to leasing a unit, a permit must be obtained and the Board must approve the lease.

#### **2.11.1 Leasing License Permits**

To apply for a leasing license, the “Leasing License Permit Request Form” within the forms section of this document should be completed and turned into the Property Manager.

The leasing fee has been established to cover costs incurred by the Association throughout the license period in reviewing the Lease and in changing Association records to reflect the change in occupancy.



All permits are revoked when any of the following events occurs: 1) sale or transfer of the Unit to a third party, 2) failure of a Unit Owner to lease the Unit for 90 consecutive days, or 3) the Owner occupies the Unit at any time during the permit period.

#### **2.11.1.1 Leasing License Permit**

If fewer than six of the POAA units are being leased, a leasing permit can be granted by the Board.

In order to be eligible for a leasing permit, an Owner must have owned and resided in their Unit as his/her primary residence for at least one year. The Board may refuse to issue a leasing permit to owners who have had three violations against the Association (and accompanying fines) within the last twelve months, or if the owner has had a leasing permit revoked within the last twelve months due to any violations against the Association.

A nonrefundable leasing license fee of \$200 must be submitted with the initial "Leasing License Permit Request Form" at the end of this document, which will be cashed by the Association if a license is granted. This license is valid for 3 years of occupancy with up to 1 month between each lessee.

#### **2.11.1.2 Hardship Leasing License Permit**

If fewer than six of the POAA units are being leased, a leasing permit can be granted by the Board.

In order to be eligible for a leasing permit, an Owner must have owned and resided in their Unit as his/her primary residence for at least one year. The Board may refuse to issue a leasing permit to owners who have had three violations against the Association (and accompanying fines) within the last twelve months, or if the owner has had a leasing permit revoked within the last twelve months due to any violations against the Association.

A nonrefundable leasing license fee of \$200 must be submitted with the initial "Leasing License Permit Request Form" at the end of this document, which will be cashed by the Association if a license is granted. This license is valid for 3 years of occupancy with up to 1 month between each lessee.

#### **2.11.2 Lease Requirements**

All leases must be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. The lease must include the verbiage within "Appendix A – Required Language for Leases".

At least 10 days before entering into a lease agreement for the lease of a Unit, the Unit Owner must complete the "Lease Submission Form" located in the forms section. The purpose of the certification on the form is to reduce and/or eliminate the occurrence of evictions occurring within the community and to otherwise promote and enhance the safety and security of the residents.

The Unit Owner must make available to the lessee a copy of the Declaration, Bylaws, and Community Standards of Conduct and Rules.

Violators will receive a fine notice of up to \$2000 per month until remedied and any costs incurred by the Association.

### **2.11.3 Lease Restrictions**

Units may be leased only in their entirety. Subleasing, assignment of leases, and initial lease terms of less than 1 year are all prohibited unless prior written approval is obtained from the Board of Directors.

Unit Owners may not lease their Units to any person who has previously been evicted from a Unit in the Community; any Lease with such a lessee shall be null and void.

Any Unit Owner who is leasing his/her Unit and fails to pay any annual or special assessment agrees to the assignment of any rent from the lessee to the Association.

Violators will receive a fine notice of up to \$2000 per month until remedied and any costs incurred by the Association.

## **2.12 Light Fixtures and Light Bulbs**

### **2.12.1 Light Bulbs**

Light bulb replacement for light fixtures located at the garage, on porches, on decks, and on balconies is the responsibility of the Occupant. The light bulbs to be used are halogen A19 medium base (E-26) for indoor or enclosed outdoor use, dimmable, with a Soft White color temperature (2700 Kelvin) and using no more than 72 watts. CFL light bulbs may not be used, as the lights will not function properly with CFL bulbs.

Violators will receive a warning notice to replace with correct bulbs within 7 days. After 7 days, violators will receive a fine notice of \$25 per week until remedied.

### **2.12.2 Light Fixture Settings**

Garage and flood light fixture settings must be set to low for dusk to dawn and with a 10 minute high setting when motion is detected. This is the recommended setting for all light fixtures on property with the exception of the lamp posts and the hanging lights as these do not have a motion sensor option.

Violators will receive a fine notice of \$100 per occurrence and all costs to remedy including costs incurred by the Association.

## **2.13 Noise**

The playing of TV's, stereos, or other noise producing devices, in individual Units, is permitted so long as the noise from these devices does not disturb other Unit Owners or Occupants. Speakers should be positioned within Units and the volume should be adjusted to insure the sound from such devices is limited to the interior of the Units using such equipment. By definition if the sound (including Bass sound) can be heard outside of the Unit, or in another Unit, it is too loud.

Violators will receive a fine notice of \$50 per occurrence.

## **2.14 Non-payment of Assessments and Fines**

The Association is responsible for the collection of assessments and fines. The Association may task the Property Manager with this responsibility. In cases in which the Unit Owner does not comply, the Association may take action necessary to collect.

All assessments and fines are due by the first of each month and are considered late by the 15th of that month.

Failure to pay assessments and/or fines will result in a warning notice, acceleration of dues, fines, interest of 10%, liens, and legal action. In addition, the Association will suspend the Unit Owner's right to vote and can restrict the right to use Common Property and Limited Common Property.

## **2.15 Noxious, Destructive, or Offensive Activity**

Activities that are deemed noxious, destructive or offensive are prohibited. Damage or waste of the Common Property is prohibited.

Work that could jeopardize the soundness or safety of the community or could reduce the value of the property is prohibited.

Unit Owners and Occupants are expected to treat the Property Manager and contractors hired by the Association with courtesy and respect. The use of vulgar language and abusive and/or threatening behavior towards the Property Manager and contractors hired by the Association is strictly prohibited.

Violators will receive a fine notice up to \$500 per occurrence and all costs for restoration including any costs incurred by the Association.

## **2.16 Occupancy – Number of Occupants**

No more than 2 Occupants per bedroom are permitted in each Unit.

Violators will receive a warning notice to remove extra occupants within 30 days. After 30 days, violators will receive a fine notice of \$250 per month until remedied.

## **2.17 Parking/Garages**

Unit Owners or Occupants may submit any violations listed within the “Parking/Garages” section or sub- sections to the Property Manager by email. Required information includes: pictures of the vehicle, make, model, license plate number, date, time, and nature of the violation(s).

Unit Owners or Occupants may submit a “Parking Exception Form” to the Property Manager for the Board to review for approval. A parking exception allows Unit Owners or Occupants the ability to request parking garaged vehicles in Guest Parking for short terms. A parking exception example would be utilizing the garage for renovations to the Unit, such as storage of materials or as a workspace.

The sub sections below within the “Parking/Garages” section contain the resolution for violations; however habitual violators of the rules contained within the Parking/Garages sub sections will receive a warning on the vehicle specifying the nature of the violation and stating that after 24 hours the vehicle may be towed or booted. After 24 hours or if the same vehicle continues to violate the rules within the next 6 months, the vehicle may be towed or booted at the vehicle owner's expense with no further notice.

### **2.17.1 Garages**

- a. Garage parking spaces are to be used by the Owners, Occupants, or their Guests and must not be used as storage and cannot be renovated in any manner that limits the parking of a minimum of two full size vehicles within the garage.

- b. Garage Doors should remain closed when not in use for ingress, egress or garage use, or when the Owner or Occupant is not immediately outside of the Unit on the Common Property.

Violators will receive a fine notice of \$50 per day until remedied.

### **2.17.2 Guest Parking**

- a. Units that have marked guest parking spaces behind their garage, denoted by “[unit#] Guest Parking”, must have their guest(s) park in these spaces prior to using shared guest parking spots, denoted by “Guest Parking”.
- b. If no shared guest parking spots, denoted by “Guest Parking”, are available, guests must park off property. Options for off property parking on public streets include Stillwood Drive and The By Way.
- c. When parking, vehicles must be within the boundaries of the guest parking space, denoted by “L” shapes at the corners of the space.

Violators will receive a fine notice of \$50 per day until remedied.

### **2.17.3 Owners and Occupants Parking**

- a. Owners and Occupants must not park in marked guest spots, denoted by “[unit#] Guest Parking” and “Guest Parking”, except for active loading/unloading of a vehicle or during active garage use tasks.
- b. Anyone who stays overnight for more than 30 days within any given year (does not need to be consecutive days) is defined as an Occupant, not a guest and as such needs to either park in the garage or off property. Options for off property parking on public streets include Stillwood Drive and The By Way.

Violators will receive a fine notice of \$50 per day until remedied.

### **2.17.4 Parking Restrictions**

- a. Guests, Owners, and Occupants must not park in marked fire lanes on Common Property. Units with garage doors that are affected: 1304, 1306, 1307, 1309, 1311, 1316, 1320, 1324, 1331, 1337, and 1343.
- b. Vehicles must not park in the following manner: blocking another vehicle, blocking another Unit’s garage, obstructing the flow of traffic, on sidewalks, on curbing, on grass or landscaped areas, or in other dangerous areas within the Common Property.

Violators will be towed or booted immediately without notice.

### **2.17.5 Vehicle Restrictions**

- a. Disabled/stored vehicles (no current license tag or obviously inoperable) are prohibited on Common Property.
- b. Trailers, boats, jet-skis, buses, taxis, hearses, limousines, recreational vehicles, motor homes, campers, panel trucks, trucks with a cargo-load capacity of one ton or more, full size vans (excluding vans used by handicapped persons, mini-vans, or sport utility vehicles), vehicles containing visual evidence of commercial use, and vehicles with commercial writings on their exteriors.

## **2.18 Pets**

Owners/Occupants may keep up to 4 generally recognized household pets such as dogs, cats, birds, hamsters, etc. These pets may not be bred or maintained for any commercial purpose within the community.

Livestock including potbellied pigs and chickens are prohibited on Common Property, Limited Common Property, and within any Unit.

Violators will receive a fine notice of \$50 per week until remedied.

### **2.18.1 Unattended Pets**

Pets may not be left unattended on the Common Property.

Violators will receive a fine notice of \$50 per occurrence.

### **2.18.2 Waste and Damage**

Any waste left by pets must be removed from the Common Property. Any damage to common property or limited common property by pets is the responsibility of the Unit Owner and/or Occupant.

Violators will receive a fine notice of \$100 per occurrence and all costs for restoration including any costs incurred by the Association.

### **2.18.3 Nuisance**

Any pet which endangers the health of any Unit Owner or Occupant or which creates a nuisance or unreasonable disturbance is strictly prohibited. As determined by the Board, the pet must be permanently removed from the premises.

Violators will receive a fine notice of up to \$500 per occurrence and any costs incurred by the Association.

## **2.19 Renovations and Construction**

Changes to Limited Common Property such as patios, balconies, decks, porches, and garages are expressly forbidden by the Declaration and are considered a violation. Examples of violations include unauthorized objects, antennas, clotheslines, light fixture changes, flags, and unauthorized window treatments.

No Unit may be subdivided into a smaller Unit or consolidated with another Unit into a larger Unit. Enclosure of decks, balconies, and porches is prohibited.

Modifications made without ARC approval are done at the Unit Owner's risk. The ARC can require the Unit Owner to remove the modifications and restore the property to its original condition at the Unit Owner's expense. If the Unit Owner does not comply, the Association can enter the property, remove the violation and restore the property. All costs associated with restoring the property, including attorney's fees and rehabilitation costs, are assessed against the Unit.

### **2.19.1 Permit Process**

Unit Owners planning interior renovations such as relocation of electrical/plumbing and removal of walls must submit the "Renovation and Construction Submission Form" within the forms section to the ARC for consideration. Approval of request must be received from ARC before

any work begins. The “Renovation and Construction Submission Form” is not needed when changing flooring, appliances, wall painting, interior light fixtures, etc.

Unit Owners planning exterior modifications on doors, windows, door handles, garage doors, etc. must submit the Renovation and Construction Submission Form at the end of this document to the ARC for consideration. Approval of request must be received from ARC before any work begins.

The ARC has 45 days to respond to all applications with approval or denial. No work should start until after the ARC has communicated their decision on the request. All work must begin with 6 months of ARC approval.

Unit Owners and contractors must conduct all construction, remodeling and renovation activities within the Unit Owner's Unit. Unit Owners must provide the Property Manager with proof of insurance, the contractor's bond, and any required Permits prior to commencement of any construction.

A construction deposit of \$1000 is required prior to all construction activities to protect the Association against damage and loss. Any costs for repair of damage or cleaning may be deducted from this deposit and any additional expenses may be specifically assessed against the Unit; otherwise, the deposit is returned at the end of the renovations.

Violators will receive a fine notice of up to a \$1000 per occurrence and all costs for restoration including any costs incurred by the Association.

### **2.19.2 Construction Debris**

Unit Owners are responsible for the removal and disposal of debris. Construction debris must not be left in the Common Areas, nor placed in the community's trashcans or trash pickup area. Unit Owner's doors must remain closed during construction to avoid dust and debris being discharged into Common Areas.

The Board must approve any dumpsters before placing within the community. Board will direct where dumpster can be located on the Common Property.

Violators will receive a fine notice of \$125 per day until remedied and all costs for removal including any costs incurred by the Association.

### **2.19.3 Construction Noise**

Noise resulting from approved construction or other approved modifications to individual Units should be kept to the lowest possible level. Construction is only permitted Monday – Saturday from 8:00 AM to 6:30 PM.

Violators will receive a fine notice of \$50 per occurrence.

## **2.20 Sale of Units**

### **2.20.1 Seller Notification Requirements**

An Owner intending to transfer or sell a Unit must give the Property Manager written notice of such intention within seven days after executing the transfer or sales documents. As part of the notice, the current Owner shall furnish the name and address of the intended grantee and other information requested.

All fines, special assessments, specific assessments, and interest penalties communicated before the closing date must be paid in full by closing date. All monthly assessments must be current by the closing date.

Violators will receive a fine notice of \$100 per occurrence.

### **2.20.2 Purchaser Notification Requirements**

Within seven days after receiving title to a Unit, the purchaser or grantee of the Unit shall give the Property Manager written notice of his or her ownership of the Unit. As part of the notice, the new Owner must complete the Owner Contact Form and submit to the Property Manager.

Violators will receive a fine notice of \$50 per week until remedied.

### **2.20.3 Transfer Requirements**

It shall be the responsibility of the current Owner, and not the Association, to provide to the purchaser or grantee of his or her Unit the keys to the Unit, keys to the Unit mailbox, garage remotes and codes, approved trash can, recycling bin, and copies of the Association documents.

Missing mailbox keys must be purchased from the United States Post Office. Missing trash cans must be requested from DeKalb County sanitation. Missing Association documents must be requested from the current Property Manager. The new Unit Owner would need to purchase any other missing items.

### **2.21 Signs**

No signs, posters, flyers, flags, brochures or other advertising literature will be placed or posted by anyone in or around the community. Realtor signs that indicate Units that are "For Sale" are prohibited on all Common Property and Limited Common Property.

Sign exceptions include realtor yard signs of a customary size announcing open houses on the day of the open house, security/alarm system signs, "For Sale" flyers are permitted on the community bulletin board located at the mailbox, and one "For Sale" sign can be placed in one window of a Unit. All realtor key lock boxes must be placed on the front door of individual Units.

Unit Owners must contact the Property Manager to have the "Home Available" sign displayed on the community Stillwood Townhomes sign on the Briarcliff Road entrance.

The placing of notes, signs or similar items on individual Unit doors and the Common Property by anyone except the Board and the Property Manager, is strictly prohibited.

Violators will receive a fine notice of \$50 per day until remedied.

### **2.22 Trash/Waste Disposal**

Our community is located in Dekalb County. For more information about local ordinances, please contact Dekalb County below:

#### **DeKalb County Sanitation Division**

3720 Leroy Scott Drive

Decatur, GA 30032

(404) 294-2900

#### **Hours of operation**

Administration building: 7 a.m. – 6 p.m.

Call center: 7 a.m. – 6:30 p.m.

[sanitation@dekalbcountyga.gov](mailto:sanitation@dekalbcountyga.gov)

<https://www.dekalbcountyga.gov/sanitation/about-sanitation>

### **2.22.1 Drop-off**

Approved containers must be placed in the street on the curb and not in the fire lane areas designated by red paint next to the Stillwood Drive entrance without impeding traffic prior to 8am on the morning of scheduled pickup. If household garbage has not been collected by the end of the business day on the scheduled collection day, please call the Sanitation Division at (404) 294-2900 and collection will occur the following business day.

- a. Recycling/Yard Waste – Monday
- b. Trash – Monday
- c. Holiday Schedule: Refer to DeKalb County Sanitation website for current schedule

Violators will receive a fine notice of \$25 per day until remedied.

### **2.22.2 Pickup**

Approved containers must be picked up by 8pm on the evening of the scheduled pickup day (even if Dekalb Co does not pickup).

- a. Any loose waste located around your approved container after the Dekalb Co pickup must be picked up and placed in your approved container using the appearance rules below.
- b. All approved containers must be placed inside your garage and removed from Stillwood Chase common property by 8pm.

Violators will receive a fine notice of \$25 per day until remedied.

### **2.22.3 Appearance Standards**

Approved containers must meet the appearance standards below.

- a. All trash must fit inside the approved trash container with the lid closed.
- b. All trash must be bagged and tied closed before being placed in the trash container. If you do not recycle cardboard boxes, they must be broken down, bagged, and placed in the trash container.
- c. All paper/cardboard box recycling must fit inside the blue recycling bin with the top closed.
- d. All glass/plastic/metal recycling must be inside the blue recycle bag and be tied closed.
- e. Branches and limbs must be trimmed of twigs, vines, and leaves; containers may not contain dirt.
- f. Approved containers must be washed out on a periodic basis to ensure cleanliness.

Violators will receive a fine notice of \$25 per day until remedied.



#### **2.22.4 Approved Containers**

- a. For recycling: DeKalb County blue roll can (35- or 65-gallon) ONLY, with unit number affixed to lid and body.
- b. For household garbage: DeKalb 45- or 95-gallon green rolling can ONLY, with unit number affixed to lid and body.
- c. For yard trimmings: Durable metal or plastic containers with two handles (20- to 40-gallon capacity) OR biodegradable paper bags (no plastic)

Violators will receive a fine notice of \$25 per day until remedied.

#### **2.22.5 Bulk Items and Special Collections**

Bulk items are collected by special collection vehicles and are included in the residential annual assessment fees. Bulky items include furniture, mattresses and box springs, household appliances, playground equipment, lawn mowers, hand tools, accessories etc. and/ or other items not collected on the weekly servicing days. Call Sanitation at (404) 294-2900 to report bulky items as soon as they have been placed at the curb. The collection period is between 5-7 business days.

Special collection services are provided for a fee to properly dispose of tires, uncontainerized/ improperly prepared yard waste, construction and demolition materials; rocks, dirt, concrete, wood, metal fences, decking and other materials not identified. These special items are collected using specialized vehicles, and are not included in annual residential sanitation assessment fees. Once special collection service requests have been submitted, the field collection team will visit the site to complete an assessment for determining the appropriate collection fee. A notice advising of this fee will be left at the customer's location. Once the fee has been paid, it will take approximately 7-10 business days to complete the special collection request. For scheduling, please contact the Sanitation Division's customer service team at (404) 294-2900. A special collection requires the Unit Owner or Occupant to notify the Property Manager of what is being picked up and when the pickup will occur.

For bulky and special collections, Unit Owner/Occupant must email the property manager and CC the Board of Directors, informing them of the item(s) to be picked up, the date on which collection was requested from DeKalb, and the estimated pickup date (if provided). If an item has not been picked up within the relevant time frame, the Owner/Occupant must repeat the above steps (including notifying the board), or remove the item from the street.

Violators will receive a fine notice of \$125 per day until remedied and all costs for removal including any costs incurred by the Association.

### **2.23 Unit Owner Maintenance Responsibility**

Unit Owners have the obligation to maintain and keep in good repair their entire Units. Unit Owners are responsible for maintenance of windows, window frames, window/door screens, casings, locks, doors, doorframes, garage doors, A/C, furnace, water heater, plumbing, electrical wiring, appliances, and light bulbs for the outside lights on Unit. Unit Owners are responsible for their own roof, roofing systems, roof flashing, and roof surfaces. Unit Owners are responsible for repairing and replacing the Unit foundations and footings.

In addition, Unit Owners and Occupants have the responsibility to keep in a neat, clean and sanitary condition any of the Limited Common Property such as balconies, porches, decks, and

driveways outside their Unit. Driveway maintenance includes, but is not limited to, the cleaning up of all oil/grease spills and the prevention of debris and litter on the driveways outside their Unit.

Violators will receive a warning notice to repair/replace items within 10 days. After 10 days, violators will receive a fine notice of \$50 per week until remedied. If Unit Owners do not perform the necessary maintenance for their unit, the Association can decide to perform the necessary maintenance on behalf of the Unit Owner and at the Unit Owner's sole expense through a specific assessment.

## **2.24 Unit Owner Responsibilities for Their Tenants and Guests**

The Unit Owner is responsible for ensuring that their Occupants and Guests comply with all provisions of the Association documents. In cases of violation, the Association will take action against the Unit Owner for violations by Occupants and Guests.

The actions to be taken are described in this and the Association Declaration and Bylaws.

## **2.25 Unsightly or Unkempt Conditions**

Unit Owners and Occupants are expected to refrain from hobbies or pursuits that might tend to cause disorderly, unsightly, or unkempt conditions. This includes assembly or disassembly of motor vehicles or other mechanical devices. In addition, Unit Owners and Occupants are to refrain from storing items outside of their Units on the Common Property or Limited Common Property.

Violators will receive a warning notice to clean up the conditions within 7 days. After that time, violators will receive a fine notice of up to \$500 per occurrence or \$50 per day until remedied.

## **2.26 Use of Limited Common Property such as Balconies and Porches**

Objects over 42 inches in height, satellite dishes, antennas, bikes, laundry, garments, towels, grills, and objects other than potted plants and patio furniture, except as authorized by the Board, are prohibited from balconies and porches. Penetration of any balcony or porch structure is prohibited.

Violators will receive a warning notice to remove these items within 7 days. After that time, violators will receive a fine notice of \$50 per week until remedied and all costs for restoration including any costs incurred by the Association.

## **2.27 Use of Limited Common Property such as Decks**

Objects over 42 inches in height, satellite dishes, antennas, laundry, garments, towels, charcoal grills, and objects other than potted plants and patio furniture, except as authorized by the Board, are prohibited from decks. Penetration of any deck structure is prohibited.

Violators will receive a warning notice to remove these items within 7 days. After that time, violators will receive a fine notice of \$50 per week until remedied and all costs for restoration including any costs incurred by the Association.

## **2.28 Use of Units for Business Purposes**

Unit Owners/Occupants may use their Unit for business purposes so long as such business is: (1) not overtly apparent, (2) limited to those occupations defined as "Home Occupations" by the

Dekalb County Zoning Ordinance, (3) not in violation of other zoning ordinances or other laws, (4) not a source of increased traffic by clients, customers or others, (5) not a cause for an increase in the insurance premiums paid by the Association, (6) not a nuisance, hazardous or offensive trade, and (7) not responsible for a substantially greater use of Common Element facilities or Association services.

Violators will receive a fine notice of up to \$500 per occurrence.

## **2.29 Yard Sales**

Yard sales, garage sales, flea markets, estate sale, or similar activities are prohibited unless approved by the Board and subject to all reasonable conditions that the Board may impose.

Violators will receive a fine notice of \$250 per occurrence.

## **2.30 Violator's Right to Violation Hearing**

A violation hearing may be requested within 10 days of the first date listed on fine notices by sending an email or letter to the Property Manager. This hearing shall be scheduled by the Board as part of an executive session with at least 10 days' notice to the owner to allow time to prepare for addressing the Board.

After 10 days, the violation and fines cannot be contested.

## **2.31 Window Treatments/Window Screens**

All windows are required to have window treatments either blinds or curtains. Window treatments must be white or off-white in color when visible from outside the Unit.

Garage door windows should remain clear of any treatment or utilize black window tint. Use of all other materials is prohibited such as, but not limited to, to silver foil, paper, and paint.

All windows are required to have exterior screens installed and must be properly maintained including the screens and grids (mullions).

Violators will receive a fine notice of \$50 per week until remedied.

# **3 What do I do if...**

## **3.1 I have a water leak in my unit?**

The Unit Owner is responsible for scheduling a contractor to evaluate/fix the issue and to repair damage to the Unit.

Prior to calling a contractor the Unit Owner should do the following:

1. Ensure that your water lines on your washing machine and dishwasher are not loose or leaking water.
2. Ensure that your water heater is functioning properly and not leaking water into the Unit or through the relief valve line run to the exterior of the Unit.
3. Ensure that accessible water lines located in the kitchen and bathrooms are not loose or leaking water.

According to the Declaration:

- Unit Owners are responsible for the interior of the residence of a Unit and pipes which serve only one Unit whether located within or outside of the Unit's boundaries.
- Unit Owners are responsible for their own roof, roofing systems, roof flashing, and roof surfaces.
- Unit Owners are responsible for repairing and replacing the Unit foundations and footings.
- Unit Owners are responsible for garage doors, entry doors, door frames, window frames, glass doors, screen and storm doors, hinges and hardware which are part of the entry system (with the exception of painting and staining).
- The Association is responsible for all water and sanitary sewer pipes that serve more than one Unit.

Based on the above if the water repair requires exterior paint for garage doors, entry doors, door frames, or window frames, the Unit Owner will need to contact the Property Manager and the Association will have the necessary items painted or stained to match the rest of the community.

If in the course of resolving the water issue the contractor determines that the cause of the water issue is from the following: 1) shared exterior water spigot line; 2) the fire suppression system; 3) sewer lines that serve more than one unit; and that the water issue was not caused by actions of the Unit Owner or Occupants; the Association will pay the Unit owner for the cost of the repair to the water line only; no interior damages will be paid.

For a Unit owner to be recompensed, the Unit Owner must provide the following information to the Property Manager: contractor information, detailed receipt with a write-up from the contractor describing the water issue, multiple before and after images of the water line, and images of the water line location within the Unit.

In June 2014 a majority of the Units in the complex installed new roofs and at this time the Association rebuilt and installed flashing on all chimneys and dormers above the roofline throughout the property. Please see "Appendix B Roof Age Information" to determine if your roof was replaced at that time. For roofs that were installed at that time Unit Owners have a 2-year warranty, ending June 1, 2016, on the workmanship on the singles that were installed by Holland Construction Services LLC, 246 Shalloway Drive, Kennesaw, GA 30144 phone 770-318-7193 and email [warranty@hollandconstructionservices.com](mailto:warranty@hollandconstructionservices.com).

### **3.2 I have an issue with my gutters or downspouts?**

If you are experiencing issues with your gutters or downspouts you will need to contact the Property Manager and the Association will resolve the issue.

### **3.3 I need a dumpster placed onsite?**

You should read the "Renovation and Construction" section of this document. You will need to complete the "Renovation and Construction Submission Form" and submit it to the Property Manager listed in the contact information section of this document. The Property Manager will communicate where the dumpster is to be placed on Property.

### **3.4 I want to change my front door hardware?**

You should read the “Renovation and Construction” section of this document. You will need to complete the “Renovation and Construction Submission Form” and submit it to the Property Manager listed in the contact information section of this document.

### **3.5 I need a new trashcan?**

Please contact DeKalb County’s sanitation division to request a new trash receptacle.

### **3.6 I need a moving pod placed onsite?**

To have a moving pod placed on the Common Property a request, including the dates the pod will be on property, should be sent to the Property Manager listed in the contact information section of this document. The Property Manager will communicate where the pod is to be placed on Property.

### **3.7 I need keys to my mailbox?**

You should contact the United States Postal service to get keys made for the Unit mailbox.

### **3.8 I need to get a realtor or lease sign displayed?**

You should read the “Leasing of Units” section of this document. To have the “Home Available” sign shown on the Stillwood Townhomes Sign a request should be sent to the Property Manager listed in the contact information section of this document.

### **3.9 I need to prepare my Unit for winter or summer?**

For detailed information read section “Heating of Units in Colder Months; Cooling of Units in Warmer Months.”

### **3.10 I need to report a Violation?**

Unit Owners or Occupants may submit any violations by sending a request to the Property Manager listed in the contact information section of this document AND CCing the Board of Directors.

For Parking/Garages violations, required information includes: pictures of the vehicle, make, model, license plate number, date, time, and nature of the violation(s).

For all other violations the Unit number, date, images of the Violation, and the section and/or sub-section of the Community Standards of Conduct and Rules that were violated when submitting a request.

### **3.11 I need to wash my car?**

Unit Owners and Occupants should use a Guest parking spot and one of the many water spigots located throughout the property. All materials used in cleaning cars, such as soap, buckets, water hoses, etc. must not be stored on Common or Limited Common Property.

### **3.12 My car was towed or booted?**

Please contact the company below and pay any fees:

A Tow  
180 Harriett St. SE Atlanta, GA 30315

Phone: 404-577-8950  
<http://www.atowinc.com>

### 3.13 I need to know what type of community we are?

We are a fee-simple townhome community, not a condominium.

## 4 Forms

### 4.1 Parking Exception Form

<b>PARKING EXCEPTION FORM</b>	
Unit:	Name:
Email:	Phone:
Exception Request:	
Start Date:	End Date:
<b>Vehicle Information #1</b>	<b>Vehicle Information #2</b>
Color:	Color:
Make:	Make:
Model:	Model:
Tag:	Tag:
<b>Vehicle Information #3</b>	<b>Vehicle Information #4</b>
Color:	Color:
Make:	Make:
Model:	Model:
Tag:	Tag:
Signature:	Date:
<i>Please submit signed form and any questions to the Property Manager.</i>	
<b>Carter Communities</b> 711 Cedar Creek Way, Woodstock, GA 30189 Phone: 770-517-7743 <a href="mailto:cartercommunities@gmail.com">cartercommunities@gmail.com</a>	
Request Approved: YES / NO	Board Member Name:
Exception Type:	Board Member Title:
Board Signoff Date:	Board Member Signature:

## 4.2 Renovation and Construction Submission Form

Unit:	Name:
Email:	Phone:
Change Description:	
Start Date:	End Date:
Contractor Information:	
Dumpster Required? (Circle One): YES / NO	
Attach the following information to your request:	
<input type="checkbox"/> Contractor's proof of insurance <input type="checkbox"/> Contractor's bond <input type="checkbox"/> County Permit (if needed) <input type="checkbox"/> Architectural renderings (if needed)	<input type="checkbox"/> Construction deposit check of \$1,000 made payable to "Stillwood Homeowners Association, Inc."
By signing, the Owner authorizes the following: <ol style="list-style-type: none"> <li>1. Deposit is to be used by Association for any costs to repair damage or for cleaning as needed.</li> <li>2. Owner will remove all debris and ensure it is disposed of properly.</li> <li>3. Work will take place only between Monday through Saturday from 8:00 AM to 6:30 PM.</li> <li>4. Work will not begin until approval from ARC/Board is received.</li> </ol>	
Unit Owner Signature:	Date:
<i>Please submit signed form and any questions to the Property Manager.</i>	
<b>Carter Communities</b> 711 Cedar Creek Way, Woodstock, GA 30189 Phone: 770-517-7743 <a href="mailto:cartercommunities@gmail.com">cartercommunities@gmail.com</a>	
Request Approved: YES / NO	Board Member Name:
Renovation Type: INTERNAL / EXTERNAL	Board Member Title:
Board Signoff Date:	Board Member Signature:

### 4.3 Leasing License Permit Request Form

Unit:	Name:
Email:	Phone:
Reason for Leasing:	
Permit Type (Circle One): NORMAL / HARDSHIP	Request Date:
Unit Owner: Please initial that the below steps have been or will be taken: <ul style="list-style-type: none"> <li><input type="checkbox"/> Unit Owner has read Section 14.D – “Leasing and Occupancy” from Declaration, and the “First Amendment.”</li> <li><input type="checkbox"/> Lease will include verbiage from Appendix A – Required Language for Leases</li> <li><input type="checkbox"/> If hardship permit request, dates unit has been listed for sale:</li> </ul>	
<p><i>For all permits, a check for \$200 made payable to “Stillwood Homeowners Association, Inc.” must be included with this form.</i></p> <p>By signing, Unit Owner authorizes and agrees to the following:</p> <ul style="list-style-type: none"> <li>• Any unpaid monthly or special assessments will be assigned from the rental payment to the Association.</li> <li>• Unit Owner is responsible for all fines issued to Lessee and their Guests to be paid to Association.</li> <li>• Leasing cannot start until the Board of the Association approves the permit and lease.</li> </ul>	
Unit Owner Signature:	Date:
<i>Please submit signed form and any questions to the Property Manager.</i>	
<b>Carter Communities</b> 711 Cedar Creek Way, Woodstock, GA 30189 Phone: 770-517-7743 <a href="mailto:cartercommunities@gmail.com">cartercommunities@gmail.com</a>	
Request Approved: YES / NO	Board Member Name:
Lease Permit Issued: NORMAL / HARDSHIP	Board Member Title:
Board Signoff Date:	Board Member Signature:



### 4.4 Lease Submission Form

Unit:	Name:
Email:	Phone:
Permit Type (Circle One): NORMAL / HARDSHIP	Permit Issue Date:
Lease Start Date:	Lease End Date:
Lessee Name(s):	
<p>Unit Owner please initial that the below steps were taken:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Unit Owner has obtained/reviewed Credit report for Lessee</li> <li><input type="checkbox"/> Lessee has provided three references and they have been checked by Unit Owner</li> <li><input type="checkbox"/> Unit Owner has read Section 14.D – “Leasing and Occupancy” from Declaration, and the “First Amendment.”</li> <li><input type="checkbox"/> Lease includes verbiage from Appendix A – Required Language for Leases</li> </ul>	
<p>Attach the following information to your request:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> A signed copy of lease that includes verbiage from Appendix A – Required Language for Leases</li> <li><input type="checkbox"/> Completed Contact Information Form with Lessee information, vehicle, and pet information</li> </ul>	
<p>By signing, Unit Owner authorizes and agrees to the following:</p> <ul style="list-style-type: none"> <li>• Any unpaid monthly or special assessments will be assigned from the rental payment to the Association.</li> <li>• Unit Owner is responsible for all fines issued to Lessee and their Guests to be paid to Association.</li> <li>• The lease cannot start until the Board of the Association approves the permit and lease.</li> </ul>	
Owner Signature:	Date:
<i>Please submit signed form and any questions to the Property Manager.</i>	
<b>Carter Communities</b> 711 Cedar Creek Way, Woodstock, GA 30189 Phone: 770-517-7743 <a href="mailto:cartercommunities@gmail.com">cartercommunities@gmail.com</a>	
Request Approved: YES / NO	Board Member Name:
Lease Permit Issued: NORMAL / HARDSHIP	Board Member Title:
Board Signoff Date:	Board Member Signature:



### 4.5 Selling/Closing Form (Stillwood Townhomes)

Date:		Closing Attorney:	
<p><b>Stillwood Homeowners Association's Information</b></p> <ul style="list-style-type: none"> <li>The Fiscal Year runs from January-December.</li> <li>As of September 2020, the Monthly Assessment for the above referenced property is \$275 per month, which comes to \$3300 annually, and \$825 quarterly. The monthly assessments are due on the first of every month and a late fee of 10% will be billed if the assessment is received after the 10th of the month.</li> <li>Please contact the property manager for the most current insurance company, monthly dues, special assessment, and administrative fees information.</li> </ul>			
Monthly Assessment:	\$	Admin Fee: (Foreclosure Fee)	\$
Special Assessment:	\$	Rush Charge:	\$
Outstanding Fines:	\$	Processing Fee	\$75.00
<b>Total Balance Payable To:</b>	<b>\$</b>	<b>Total Balance Payable To:</b>	<b>\$</b>
Stillwood Homeowner's Association, Inc.		Carter Communities	
<b>1. Closing Attorney:</b>		<b>2. Seller:</b>	
Please provide the following: <ul style="list-style-type: none"> <li>Completed and signed copy of this letter</li> <li>HUD Settlement Statement or Warranty Deed</li> <li>All payments</li> </ul>		To: <b>Carter Communities</b> 711 Cedar Creek Way Woodstock, GA 30189	
Seller's Signature:		Date:	
<p><b>3. Purchaser:</b> Please provide the following contact information to update our property owner list. The Stillwood Homeowners Association, Inc. requests this information for Association purposes only and will not release any personal contact information to anyone outside of the Property Manager &amp; Board of Directors for the Association.</p>			
<b><u>Contact #1</u></b>		<b><u>Contact #2</u></b>	
Name:		Name:	
Alternate Address (Preferred? YES / NO):		Alternate Address (Preferred? YES / NO):	
Home Email:		Home Email:	

Home Phone:	Home Phone
Cell Phone:	Cell Phone:
Work Email:	Work Email:
Work Phone:	Work Phone:
<b><u>Contact #3</u></b>	<b><u>Contact #4</u></b>
Name:	Name:
Alternate Address (Preferred? YES / NO):	Alternate Address (Preferred? YES / NO):
Home Email:	Home Email:
Home Phone:	Home Phone
Cell Phone:	Cell Phone:
Work Email:	Work Email:
Work Phone:	Work Phone:
<b><u>Emergency Contact 1</u></b>	<b><u>Emergency Contact 2</u></b>
Name:	Name:
Phone:	Phone:
Relationship:	Relationship:
<b><u>Vehicle Information #1</u></b>	<b><u>Vehicle Information #2</u></b>
Color:	Color:
Make:	Make:
Model:	Model:
Tag:	Tag:
<b><u>Vehicle Information #3</u></b>	<b><u>Vehicle Information #4</u></b>
Color:	Color:
Make:	Make:
Model:	Model:
Tag:	Tag:
<b><u>Pet Information #1</u></b>	<b><u>Pet Information #2</u></b>
Type:	Type:
Breed:	Breed:

Hiding Spot:	Hiding Spot:
If you would like your preferred contact information to be included in a Stillwood POAA community directory open to all owners please initial here: <b>Please Note: It is your responsibility to contact the property manager for information regarding your account.</b> <b>Carter Communities</b> 711 Cedar Creek Way, Woodstock, GA 30189 Phone: 770-517-7743 cartercommunities@gmail.com	

### 4.6 Contact Information Form

<b><u>Contact #1</u></b>	<b><u>Contact #2</u></b>
Name:	Name:
Alternate Address (Preferred? YES / NO):	Alternate Address (Preferred? YES / NO):
Home Email:	Home Email:
Home Phone:	Home Phone:
Cell Phone:	Cell Phone:
Work Email:	Work Email:
Work Phone:	Work Phone:
<b><u>Contact #3</u></b>	<b><u>Contact #4</u></b>
Name:	Name:
Alternate Address (Preferred? YES / NO):	Alternate Address (Preferred? YES / NO):
Home Email:	Home Email:
Home Phone:	Home Phone:
Cell Phone:	Cell Phone:
Work Email:	Work Email:
Work Phone:	Work Phone:
<b><u>Emergency Contact 1</u></b>	<b><u>Emergency Contact 2</u></b>
Name:	Name:
Phone:	Phone:
Relationship:	Relationship:
<b><u>Vehicle Information #1</u></b>	<b><u>Vehicle Information #2</u></b>
Color:	Color:
Make:	Make:
Model:	Model:
Tag:	Tag:

<b><u>Vehicle Information #3</u></b>	<b><u>Vehicle Information #4</u></b>
Color:	Color:
Make:	Make:
Model:	Model:
Tag:	Tag:
<b><u>Pet Information #1</u></b>	<b><u>Pet Information #2</u></b>
Type:	Type:
Breed:	Breed:
Hiding Spot:	Hiding Spot:
<p>The Stillwood Homeowners Association, Inc. requests this information for Association purposes only and will not release any personal contact information to anyone outside of the Property Manager &amp; Board of Directors for the Association.</p> <p>If you would like your preferred contact information to be included in a Stillwood POAA community directory open to all owners please initial here:</p>	
Signature:	Date:
<p>Please submit completed form to the Property Manager:</p> <p><b>Carter Communities</b>                      711 Cedar Creek Way, Woodstock, GA 30189                      Phone: 770-517-7743                      cartercommunities@gmail.com</p>	

## **5 Appendix A – Required Language for Leases**

### **(A) Compliance with Declaration, Bylaws, and Rules and Regulations.**

The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of this Paragraph or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, to suspend all voting and/or Common Property use privileges of the Owner, Occupants and unauthorized tenant(s) and to suspend all common services to the Unit paid for by the Association as a Common Expense, subject to the provisions of this Declaration and the Bylaws.

If a Unit is leased or occupied in violation of this Paragraph, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof.

Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit.

### **(B) Use of Common Property.**

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

### **(C) Liability for Assessments.**

When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by



lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

## 6 Appendix B – Roof Age Information

Unit #	Replacement Date
1304	June-14*
1306	June-14*
1308	June-14*
1310	June-14*
1312	June-14*
1314	June-14*
1316	June-14*
1320	June-14*
1322	June-14*
1324	June-14*
1326	June-14*
1328	June-14*
1330	Sept-11
1332	June-14*
1336	June-14*
1338	UNKNOWN
1340	June-14*
1342	UNKNOWN
1344	UNKNOWN
1346	UNKNOWN
1348	UNKNOWN
1350	June-14*
1307	June-14*
1309	June-14*
1311	June-14*
1313	June-14*
1315	June-14*
1331	June-14*
1333	June-14*
1335	June-14*
1337	June-14*
1339	June-14*
1341	June-14*

\* Indicates Units that have a 2-year warranty, ending June 1, 2016, on the workmanship on the singles that were installed by Holland Construction Services LLC, 246 Shalloway Drive, Kennesaw, GA 30144 phone 770-318-7193 and email [warranty@hollandconstructionservices.com](mailto:warranty@hollandconstructionservices.com).