

The following are the Association's Rules and Regulations, and are based on the provisions of the Association's Declaration and Bylaws (collectively the "Governing Documents"). These Rules and Regulations are intended to supplement, clarify and expand upon the provisions set forth in the Governing Documents. In the event of a conflict between any provision of these Rules and Regulations and another Governing Document, the other Governing Document shall control. These Rules and Regulations apply to all owners, occupants, and the owners and/or occupants' guests, tenants, invitees, contractors, family members and the like.

1. Homeowner Information

1.1. Chateau Walk is a neighborhood of 129 homes. The role of CWHO A is to provide for the preservation and enhancement of Chateau Walk Subdivision, and for the maintenance of property and improvements thereon. The Board of CWHO A needs to have on record the following information for every Homeowner to perform these duties:

- 1.1.1. Full name of owner and spouse or significant other or partner
- 1.1.2. Full address
- 1.1.3. Home telephone number (If one exists)
- 1.1.4. Cellular telephone number
- 1.1.5. Work telephone number
- 1.1.6. Primary personal e-mail address

1.2. The purpose for this information is for direct communication to the Homeowner in regards to community announcements, news, and covenant or regulation changes. It also provides us the best method to communicate issues or concerns that may need addressing such as an increase in vandalism or car break-ins within the community. If you have not provided the information above, please send the complete information to Julie Porche at jporche@homesideproperties.com or her direct telephone number at 678-248-8834.

1.3. In addition to 1.2, Owner Non-Residents must provide to CWHO A the following information:

- 1.3.1. Owners complete name
- 1.3.2. Owners complete address (Other than the address in Chateau Walk)
- 1.3.3. Owners home telephone number (If one exists)
- 1.3.4. Owners cellular telephone number
- 1.3.5. Owners work telephone number
- 1.3.6. Owners primary personal e-mail address
- 1.3.7. Tenant complete name and spouse or significant other or partner
- 1.3.8. Tenant home telephone number (If one exists)
- 1.3.9. Tenant cellular telephone number

- 1.3.10. Tenant work telephone number
- 1.3.11. Tenant primary personal e-mail address

1.4. Owner Non-Residents are required to provide the Homeowner's complete information items 1.3.1 through 1.3.6. The Owner Non-Residents are required to provide the tenant information 1.3.7 through 1.3.11 within thirty (30) days of tenant's occupancy. Such information will be provided to the Chateau Walk management company, Homeside Properties, Inc. to Julie Porche at jporche@homesideproperties.com. If you have questions please contact Julie at 678-248-8834. If tenant information is not provided within 30 days, the Owner Non-Resident will be assessed a fine of \$50.00.

2. On Street Parking Regulations

- 2.1. "No Owner or occupant of a home at Chateau Walk may keep or bring onto the Property more than a reasonable number of vehicles per Lot at any time, as determined by the Board. The Board may adopt reasonable rules limiting the number of such vehicles. Vehicles only may be parked: (1) in garages, (2) on driveways, if all garage space is already used for parking of other vehicles on the Lot, or (3) on the street for no more than 48 total hours in any 7 day period, if all garage and driveway parking space already is used for parking of other vehicles on the Lot." Article VII Section 7.
- 2.2. CWHO A in order to maintain the streets of Chateau Walk clear for proper travel of homeowners, safe entrance and exit of fire, police and other safety vehicles, and for the aesthetics of the neighborhood, the following Rules and Regulations were adopted by the CWHO A, that vehicles will be permitted to park on the street for no more than a 48 hour period in a given 7 day period. A day is measured by a single observation by a board member, homeowner or any other party during a single day. A day begins at 12:01 am and ends at 12:00 midnight. An observation can be a visual sighting, photograph, video or any other method deemed by the Board to have been an observation. The 7 day period shall start from the date and time of the first observation and last for 7 consecutive days.
- 2.3. Vehicles are to be parked in the home garage or in the home driveway at all times and should never be parked on the street unless absolutely necessary.
- 2.4. In the event a vehicle is parked on the street for 48 hours, a **1st Notice** will be placed on the vehicle that has reached a 48 hour period in the 7 days indicating that the given vehicle has reached the 48 hour limit and that the vehicle must be parked in the driveway or garage.
- 2.5. If the vehicle is observed again be parked on the street during the 7 period, a **violation is mailed to the homeowner from Homeside Properties with an assessment of \$25.00 per observation.**
- 2.6. Vehicle owners may contact CWHO A for special consideration in regards to parking on the street or for waiver of fines if so communicated and agreed to IN ADVANCE.
- 2.7. Questions may be addressed to: Julie Porche of Homeside Properties at jporche@homesideproperties.com or her direct telephone number at 678-248-8834.

3. Past Due Collection Rules and Regulations

“Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant hereto, including, but not limited to, reasonable fines imposed in accordance with the terms of the Act and hereof.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.” Article V Section 2.

- 3.1. **Homeowner is Current on Assessments:** Assessments are due on the 1st of January and are considered late on May 10th of the assessment year.
- 3.2. A late fee will be imposed in the amount of \$50.00 10 days after the due date in accordance with the Association’s governing documents.
- 3.3. **Homeowner is NOT Current on Assessments:** Assessments are due on the 1st of January and are considered late on January 10th of the assessment year..
- 3.4. A late fee will be imposed in the amount of \$50.00 10 days after the due date in accordance with the Association’s governing documents.
- 3.5. Homeside Properties will send a late statement to Owners after 17 days, when the owner is more than \$50.00 in arrears. There is a \$1.50 charge for this notification plus copy and postage costs.
- 3.6. Homeside Properties will send a 30 Day Warning of Lien Letter 30 days after the late notice if the homeowner is more than \$250.00 in arrears. This letter has a charge of \$50.00 to the homeowner.
- 3.7. If the owner has a balance of less than the above amount, a quarterly reminder notice will continue to be sent, at a charge of \$1.50 plus postage and copy costs.
- 3.8. Homeside Properties will send a Lien Letter 30 days after the 30 Day Warning of Lien Letter notice if the homeowner is more than \$400.00 in arrears. A lien will be filed in the county land records and will not be released until the balance has been paid in full. This letter has a charge of \$112.00 to the homeowner plus the costs for filing and releasing the lien.
- 3.9. If the owner has a balance of less than the above amount, a quarterly reminder notice will continue to be sent, at a charge of \$1.50 plus postage and copy costs.

- 3.10. After management has sent the letters, delinquent owners will be sent to legal counsel IF THE OWNER IS \$700.00 in arrears. There is a charge of \$150.00 added to the homeowners account.
- 3.11. **Suspension of Privileges:** In addition to the foregoing, if an owner has not paid his assessments within 30 days after the assessment was due and payable, the Association or its authorized agent shall send a notice to the owner, notifying the owner that his/her rights to use the Common Area, including all amenities located thereon, and to vote are suspended until such time as all assessments, late fees, interest and/or other charges are paid in full. The delinquent owner shall also be notified that all services paid for as a common expense, if any, are suspended until such time as all delinquencies are paid in full.
- 3.12. **Attorneys:** If an owner does not pay all assessments, including late fees, interest, or other charges as defined above, the owner's account may be turned over to a collection agency and/or the Association's attorney for collections. If an owner's account is referred to the Association's attorneys for collection, the owner shall be responsible for all costs incurred in the collection of the delinquent account, including, but not limited to, reasonable attorney's fees actually incurred, filing fees, court costs, and collection administration fees assessed by the Association's managing agent. In addition, such owner may be subject to a lawsuit to collect all amounts due and/or a foreclosure action.
- 3.13. **Judgment:** If a lawsuit is filed and a judgment is obtained, the attorney will send the owner a letter indicating that a judgment has been obtained and providing a deadline to make payment arrangements. If the owner fails to do make such payment arrangements, the Association's counsel may proceed with collection measures which may include, but are not limited to, bank and wage garnishments and foreclosure of the owner's property.
- 3.14. **Returned Checks.** In the event an owner's check payable to the Association is not honored by the bank or is returned by the bank or for any reason whatsoever, including, but not limited to, insufficient funds, such owner shall be assessed a service charge in the amount of \$30.00 or five percent (5%) of the face amount of the check, whichever is greater, or such higher amount as provided by Georgia law. Prior to assessing any such service charge, the Association or its authorized agent shall provide the owner written notice of the dishonored check, sent by certified mail, demanding payment of the full amount of the check plus the service charge and any applicable late fees within 10 days of the owner's receipt of such notice.

- 3.15. **Application of Payments.** If partial payment of amounts payable to the Association is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.
- 3.16. **Sufficiency of Notice.** Except for notices that under Georgia law must be sent by certified or registered mail, notice is sufficient if either hand delivered or mailed first class, postage prepaid, to the Owner at the address on the membership register at the time of notice.
- 3.17. **Undue Hardship.** The Association may, in its discretion, grant a waiver of any provision herein upon petition in writing by an owner demonstrating a personal financial hardship. In such case, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
- 3.18. **Delinquent Account Evaluation.** Nothing in this Rule or Regulation shall require the Association to take specific actions, and the Association retains the option and right to continue to evaluate and address each delinquency on a case-by-case basis.
- 3.19. **Payment Agreement.** Neither the Association nor its designated agent has any obligation to accept partial payments on any assessment account. An owner may petition the Board of Directors in writing for a payment agreement to allow the owner to make periodic partial payments on the entire balance of the assessment account, in addition to the ongoing assessment payments, in amounts and on a payment schedule agreed to by the Board of Directors. The Association has no obligation to enter into such a payment agreement. Any agreement entered into with the owner shall be reasonable and based on hardship, as determined by the Board of Directors in its sole discretion. The Board reserves the right to charge an administrative fee for any approved payment agreement. The payment agreement shall be in writing and a provision shall be included that failure to meet any term of the agreement shall give the Board of Directors the right to immediately continue the collection process without further notice to the owner.

4. Pool Use Rules and Regulations

- 4.1. Open pool time- May (date TBD) – October (date TBD)
- 4.2. Hours 7:00am to 11:00pm
- 4.3. Pool Phone: 770-435-7133
- 4.4. NO LIFEGUARD or SECURITY ON DUTY, PLEASE SWIM AT YOUR OWN RISK. An adult resident 18 years of age or older must accompany any resident children under the age of 12. Children under the age of 12 without an adult resident will be asked to leave and return with an adult. If this is to happen more than once, the resident's pool card will be deactivated.
- 4.5. If individuals are in the pool area that you know are not residents and not a guest of an adult resident 18 years of age or older, the Board and Smyrna Police advice that you should not confront them. You should contact Smyrna Police. The emergency telephone in the women's room is an automatic dialer to 911 when you pick-up the handset. Afterwards please contact the CWHO A Board at board@chateauwalk.com and inform us of the incident and individuals involved.
- 4.6. The pool and tennis courts, including the parking lot, are under 24 hour a day surveillance. However, each Owner, for himself or herself and his or her occupants, tenants, guests, licensees, and invitees acknowledges and agrees that the Association is not a provider of security and shall not have a duty to provide security for the community. Furthermore, the Association does not guarantee that non-owners and non-occupants will not gain access to the Community and commit criminal acts nor does the Association guarantee that criminal acts will not be committed by other Owners or occupants. It shall be the responsibility of each Owner and occupant to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Owner and occupant. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.
- 4.7. Be prepared to show gate key card.
- 4.8. Any member not in good standing with the association or not current with fees is NOT permitted to use the facilities or be a guest of a member.
- 4.9. Do NOT open the gate to a person whose card is not working. There is a reason why that card is not working and they will have to contact management. If you open the gate, you are jeopardizing your own card to be deactivated.
- 4.10. Pool gate is to be locked at all times. Entry is by a member's key card only. Any person to whom you give access is considered a guest of yours and YOU are liable for their actions or

injuries.

- 4.11. All guests (limited to 4 in the pool area per Household) must be accompanied at all times by their adult host member of the community 18 years of age or older.
- 4.12. The facilities will NOT be closed for private parties. Private parties are limited to 10 individuals not including the homeowners. **Private parties are not permitted on holidays.**
- 4.13. Only swimsuits will be worn in the pool. Please use towels on the furniture.
- 4.14. The following are prohibited in fenced areas: Glass, breakable containers, bicycles, hoverboards, skateboards, skates, dangerous toys, running and horseplay, cooking and hot containers.
- 4.15. Pets are not permitted on recreation property (pool or tennis court area).
- 4.16. Radios, CD and all other music players must be played at a level that does not disturb or offend others.
- 4.17. No personal items such as chairs, floats, toys or any other personal item may be left at the pool or in the restrooms. Floats are prohibited when pool is crowded.
- 4.18. Disposable diapers are NOT allowed in the pool or in the pool garbage cans.
- 4.19. Parking lot is for pool and tennis court use only and must be vacated by 11:30pm.
- 4.20. When pool area is occupied, the ladies bathroom must be unlocked and open to provide access to first aid equipment and telephone. The equipment is not to be played with by anyone.
- 4.21. When leaving the pool area unoccupied, lower the umbrellas, close the bathroom doors, and make sure the gate is closed.
- 4.22. Replacement of lost pool/tennis court access cards are \$25.00 fee to the Homeowner.
- 4.23. **NOTICE: Monetary fines and/or pool/tennis restrictions may be imposed for non-compliance with these Rules and Regulations and the governing documents. Furthermore, the homeowner/member personally assumes full liability for any damages, injuries or litigation caused by the homeowner/member (or the member's family member, guest, invitee, tenant or agent) failing to comply with the above Rules and Regulations and terms of the governing documents, and the member further agrees to indemnify and hold the Association harmless for any such damages, injuries or litigation resulting from such violating conduct.**

5. Tennis Courts Use Rules and Regulations

- 5.1. The courts are to be used for tennis only. Tennis shoes MUST be worn.
- 5.2. The courts are closed when any part of the surface is wet.
- 5.3. ALTA team play is NOT permitted.
- 5.4. A court must be vacated at the end of a match if a member is waiting to play. A member using both courts must vacate one court immediately for a waiting member.
- 5.5. Any player leaving the courts unoccupied must close the gate.
- 5.6. Replacement of lost pool/tennis court access cards are a \$25.00 fee to the Homeowner.
- 5.7. **NOTICE: Monetary fines and/or pool/tennis restrictions may be imposed for non-compliance with these Rules and Regulations and the governing documents. Furthermore, the homeowner/member personally assumes full liability for any damages, injuries or litigation caused by the homeowner/member (or the member's family member, guest, invitee, tenant or agent) failing to comply with the above Rules and Regulations and terms of the governing documents, and the member further agrees to indemnify and hold the Association harmless for any such damages, injuries or litigation resulting from such violating conduct.**

6. Recreational Vehicles, Trailers, etc.

- 6.1. "Boats, boat trailers, trucks with a load capacity of one (1) ton or more, full size vans (excluding mini-vans or utility vehicles used as passenger vehicles) recreational vehicles (RV's and motor homes) vehicles used primarily for commercial purposes and containing visible evidence of commercial use are also prohibited from being parked on the property, except in garages or, with written approval from the Board or ACC, in appropriately screened areas on the Lot." Article VII Section 7 paragraph 3.
- 6.2. The Board retains all rights in granting covenant exceptions, and if once granted, the right to revoke such covenant exception with sixty (60) days written notice to the Homeowner. Such approval does not automatically transfer to the new Homeowner upon sale of the Lot and such approval may be revoked by the Board immediately if the Homeowner is delinquent in payment of the Homeowner's fines and/or assessments.
- 6.3. Such vehicles that are in violation of Article VII, Section 7 paragraph 3 and the Homeowner will be provided a 10 Day Notice providing detail of the violation and action to be taken. If at the end of the 10 Day Notice, the violation has not been cured, the Homeowner shall be fined \$25.00 per day until such time that the violation has been cured or the Board has approved an exception. If after 30 days, the violation has not been cured or the Board has approved an exception, legal enforcement action may be taken against the Homeowner. The Homeowner will be responsible for the payment of all court costs, legal fees, collection fees, enforcement costs and fees.

7. Vehicles Parked Other than Driveway, Garage, Street or in the Pool and Tennis Court Parking Lot

- 7.1. "If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot or dwelling, is obstructing the flow of traffic, **is parked in any grassy area**, or otherwise creates a hazardous condition, no notice shall be required and the Board may take action to have the vehicle towed immediately." Article VII Section 7.
- 7.2. If a vehicle is parked in the pool and tennis court parking lot after 11:00 pm without the expressed written approval of the Board, no notice shall be required and the Board may take action to have the vehicle towed immediately. The pool and tennis court parking lot is the private property of the Association.
- 7.3. "If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines."
- 7.4. The vehicle owner shall be liable for payment of all towing and storage fees.

The purpose of the Architectural Control Committee (ACC) is to assure that the installation, construction, or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of this purpose, including without being limited to, the power and duty to approve or disapprove plans, and specifications for any installation, construction or alteration of any structure on any Lot.

The following regulations are in keeping with the CWHO A covenants and provide additional guidance, clarification, responsibilities and potential assessments and fines in fulfilling the purpose of the ACC.

8. Architectural Control Regulations

8.1. ACC Violations and Fines Associated

The Board has established ACC fines and notice guidelines for the enforcement of Article II of the CWHO A covenants. This list of violations and fines are not all inclusive and the Board reserves the right to alter and amend these violations and fines and the right to assess fines for violations of the governing documents and rules and regulations not necessarily outlined in the enforcement plan.

8.1.1. Garbage Cans

8.1.1.1. E-mail or written description of violation sent to the Homeowner. The 10 Day Notice shall provide detail of the violation and action to be taken. If at the end of the 10 Day Notice, and violation is not cured, the Homeowner shall be fined \$25.00 per observance until the violation is cured.

8.1.2. Home and Lot Maintenance

8.1.2.1. E-mail or written description of violation sent to Homeowner. The 30 Day Notice shall provide detail of the violation and action to be taken. Homeowner may submit a remedy plan to the Board with a time-table for compliance. If approved, then the Homeowner is obligated to complete such plan as approved. If the remedy plan is not approved by the Board or the Remedy Plan is not completed within the timeline approved, fines deferred will be reinstated on the Homeowner.

8.1.2.2. If after 30 days the Homeowner has not cured the violation or has not submitted a plan that was approved by the Board within the 30 Day Notice period, the Homeowner shall be fined \$25.00 per day until the violation has been cured.

8.1.2.3. If it is determined that the Homeowner is unwilling to maintain the yard or

home, under Article VII, Section 15, if after thirty (30) days' notice, the Board shall have the right to engage contractors or other workers, to enter the Lot and perform required maintenance. The Homeowner shall be assessed the actual cost for the maintenance and shall be assessed additionally \$50.00 for each event in which the Board entered the Lot and had maintenance performed.

8.1.3. Home Improvements without ACC Approval

8.1.3.1. E-mail or written description of the violation, notice to comply with the ACC review and approval including a cease and desist notice is sent to the Homeowner. The Initial Notice shall provide detail of the violation and action to be taken. Homeowner shall be fined \$25.00 per day until such time that the ACC has approved the Home Improvement or the Homeowner has reversed the Home Improvement. If after 30 days, the ACC has not approved the Home Improvement or the Homeowner has not reversed the Home Improvement and returned the home to its original condition before the Home Improvement was started, enforcement litigation may be filed to cease the Home Improvement and reverse the Home Improvement back to its original condition. The Homeowner will be responsible for the payment of all reversal costs, court costs, legal fees, collection fees, enforcement costs and fees.

8.2. Trash and Recycling Containers

- 8.2.1. Trash and recycling containers are to be stored in the garage or out of sight of other homeowners. Trash and recycling containers should only be placed out on the street the evening before scheduled trash and recycling pick-up. Trash and recycling containers should be removed from the street as soon as practical.
- 8.2.2. Trash and/or recycling containers not placed in the garage or out of sight of other Homeowners are subject to fine. E-mail or written description of the violation is sent to the Homeowner. The 10 Day Notice shall provide detail of the violation and action to be taken.

8.3. Interior Window Coverings

- 8.3.1. "To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, walls, antennae or satellite dishes shall be installed or constructed upon any lot or parcel of land without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective material shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air-conditioning or fan units be permitted." Article VII, Section 13
- 8.3.2. Interior window coverings that are visible from the street shall provide a neat, attractive and harmonious appearance. The visible portion of the interior window coverings shall be white or off-white whenever possible, and if not, then that color must be the same and must be approved by the ACC. When white or off-white is used for all visible windows then ACC approval is not required. Curtains, shades, mini-blinds, faux or wooden blinds or other type of interior window covering shall be in good repair and shall not be visibly broken or in disrepair.
- 8.3.3. Interior window coverings not conforming to regulation 6.2.1 or 6.2.2 are subject to fine. E-mail or written description of the violation is sent to the Homeowner. The 30 Day Notice shall provide detail of the violation and action to be taken
- 8.3.4. Awnings that were originally installed as part of the home construction are acceptable and do not violate the ACC Rules and Regulations. Such awnings are the only awnings which are approved. Such awnings, if replaced, must be replaced with the same style, size and color as the original awning.

8.4. Wooden Fence Standards

- 8.4.1. Wooden fences to be made of treated pine or cedar.
- 8.4.2. Pickets to be 6'0" in height
- 8.4.3. Top of pickets to be "dog-eared"
- 8.4.4. Fence to have three support 2x4's running from post to post
- 8.4.5. Support 2x4's must be on the inside of the fence facing the house, and not facing out to the street or to neighbor's yard unless agreed to between the neighbors or unless a shadow box style is utilized
- 8.4.6. Fence may not reach more than one half the distance of the house beyond the rear edge of the home facing the street or neighbors.
- 8.4.7. Fence to remain untreated unless a color selection has been approved by the ACC.
- 8.4.8. Gate hardware to be black.
- 8.4.9. If the new fence is proposed to be placed on the property line, homeowner must submit assurance that the fence is installed on the property line. When a fence is installed on the property line, the homeowner must obtain written approval from the adjoining neighbor or neighbors approving the fence and its installation. Without approval, the fence then must be set back from the property line by a minimum of three (3) feet. If the fence is a replacement, then the new fence must be installed in the same location at the old fence.
- 8.4.10. Fence must provide for entrance and exit for safety purposes. Fence must have at least one three-foot wide gate.