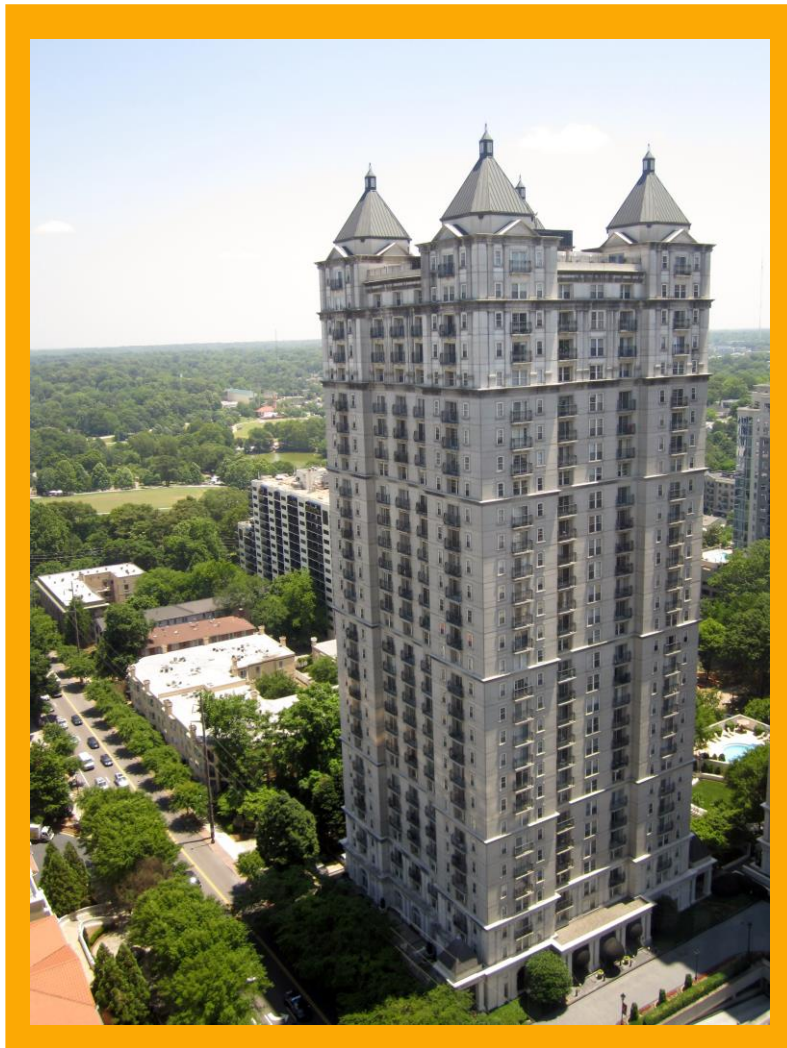


❧ MAYFAIR TOWER ❧



Resident & Community Handbook

Mayfair Tower Resident & Community Handbook
Table of Contents

| | |
|---|-----------|
| 1. Welcome Letter | 3 |
| 2. Important Reminders / Common Issues / FAQ's | 4 |
| 3. Mayfair Tower Directory | 7 |
| a. Staff | 7 |
| b. Board of Directors | 7 |
| c. Conference Room | 8 |
| d. Resident Website | 8 |
| e. Online Payment Website | 8 |
| f. Utility & Service Providers | 8 |
| 4. Board of Directors and Committees | 9 |
| a. Board of Directors | 9 |
| b. Committees | 9 |
| i. Architectural Controls | 9 |
| ii. Finance | 9 |
| iii. Social | 10 |
| 5. Your Building | 10 |
| a. Main Drive and Courtyard/Motor Court | 10 |
| b. Lobby | 10 |
| c. Mailroom | 10 |
| d. Entries & Exits | 10 |
| e. Elevators | 11 |
| f. Resident Storage | 11 |
| g. Loading Dock | 11 |
| h. Parking Decks | 11 |
| i. Residential Floors | 12 |
| j. Building Layout – Main Floor | 13 |
| 6. Moving In | 14 |
| a. Reserving the Loading Dock and Freight Elevator | 14 |
| b. Resident Contact Information Forms | 14 |
| c. Setting up your account with the HOA | 14 |
| d. Payment Options | 14 |
| i. ACH Debit Option/Set-up | 14 |
| ii. Online - www.SmartStreet.com | 15 |
| iii. Mail | 16 |
| iv. Submit Directly to Management | 16 |
| 7. Your Home & Community | 16 |
| a. Your Home ("Unit") | 16 |
| b. Community Amenities | 16 |
| i. Coffee Service | 16 |
| ii. Common Area Wireless Internet | 16 |
| iii. Individual Unit Internet Service | 17 |
| iv. Conference Room & Business Center | 17 |
| v. Clubroom | 17 |
| 1. Reservations & Payment Process | 17 |
| 2. Approved Reservation Times | 17 |

| | |
|---|-----------|
| 3. Number of Guests | 17 |
| 4. Blackout Dates | 17 |
| c. Fitness Room | 17 |
| d. Grills | 17 |
| e. Bicycle Storage | 18 |
| 8. Concierge & Concierge Services | 18 |
| 9. Building Services & Systems | 18 |
| a. Life Safety System | 18 |
| b. Water Sub-metering & Billing | 19 |
| c. Internet | 19 |
| d. Resident Website | 19 |
| e. Trash Disposal | 19 |
| f. Recycling | 20 |
| g. Pest Control | 20 |
| h. Access Control Systems | 21 |
| 10. Rules & Regulations / Policies & Procedures | 22 |
| a. Assessments & Collections Policy | 22 |
| b. Community Standards of Conduct and Rules | 24 |
| c. Fine Schedule | 36-38 |
| d. Architectural Controls (ACC) Guidelines and Application Process | 39 |
| e. Homeowner's Insurance | 46 |
| f. Guest/Visitor Procedures | 46 |
| g. Parking Policy & Procedures | 47 |
| h. Leasing Policy | 48 |
| i. Reserving the Service Elevator | 48 |
| j. Emergency Procedures & Evacuation Plan | 48 |
| i. Evacuation Routes | 49-51 |
| ii. Severe Weather | 52 |
| 11. Forms | 52 |
| a. Resident Profile and Contact Information | 54 |
| b. ACH (auto-debit) Set-up | 56 |
| c. OnePoint Water Service Account Set-up | 58 |
| d. Bicycle Registration Form | 60-62 |
| e. Pet Registration Form | 64-66 |
| f. Addendum To Lease Agreement | 68-72 |
| g. Landlord Certification of Tenant Qualification and Application Process | 74 |
| h. Clubroom Rental Agreement | 76-78 |
| i. ACC Application - <u>Must be requested from Management</u> | |

Dear New Mayfair Tower Resident,

We are so pleased that you are joining our family of residents. As a new Mayfair Tower resident, you have access to all the comforts, convenience and services that the Mayfair Tower has to offer. If you are joining us as a new Unit Owner ("Unit Owner"), you also have the distinct privilege of automatically becoming a member of the Mayfair Tower Condominium Association ("Association"), a nonprofit corporation. The mission of the Association is to preserve and enhance the community's financial wellbeing, quality of life, and shared aesthetic values. The primary function of the Association is to administer its legal documents in a fair, logical, and nondiscriminatory manner to the maximum benefit of its members. To this end, an elected Board of Directors oversees operations conducted by a professional property management group. The goal is to operate the property in the best interest of Unit Owners by enhancing community aesthetics and quality of life, thereby promoting property values.

This Resident and Community Handbook serves as both the key to the building and community as well as a broad reference guide covering many situations and circumstances that are common to condominium community life. The information contained within not only assists you in learning everything you need to know about the Mayfair Tower but will also describe specific measures to enforce important aspects of the community's Declaration and Bylaws. For the great majority of Unit Owners and residents, these Rules have no impact, as most people are sensitive to the unique nature of condominium living and are keenly aware of the need to respect their neighbors.

As a reminder, employees of the Association are charged with enforcement of the Bylaws and Rules as a condition of their employment. All Unit Owners are expected to support the Association's employees with regard to rules enforcement. Clearly, enforcement of the Condominium Bylaws and Rules is in each Unit Owner's best interest. Ultimately, the responsibility of enforcement lies with the Unit Owners and the success of this effort is dependent upon the Property Manager being made aware of problems and violations.

On behalf of the Association, we proudly offer you this Resident and Community Handbook, and we extend to you a warm welcome and a genuine desire that you will continue to enjoy the beauty of your home and surroundings in our unique community.

Sincerely,
Board of Directors
Mayfair Tower Condominium Association

Important Reminders / Common Issues / FAQ's

Know the Community Rules and Policies

- Read the Community Standards of Conduct and the Declaration for Condominium (condo docs)

Trash Disposal Etiquette

- Please ensure that you and your tenants/guests do not leave garbage around the property.
- Never leave trash or discarded personal items in the elevator lobbies or trash chute closets
- When using the trash chute:
 - All items placed in the chute must be in sealed bags
 - No cardboard – No pizza boxes
 - No oddly shaped items, tools, etc.
 - No furniture, furniture pieces, or fixtures.
 - No heavy items that could damage the walls of the chute.
- Items that are not acceptable for the trash chute must be taken down to the appropriate trash or recycling bins in the loading dock.
 - All boxes and cardboard must be broken down prior to being placed in the trash bin/dumpster.
 - Do not place furniture, fixtures, construction debris, or other miscellaneous items that might result from a move in/out or delivery in or around the bins at any time. Arrangements must be made for these items to be removed from the property immediately.
 - A list of acceptable recycling items can be found in this handbook on page 20.

Noise & Odor Issues

- Although it is often difficult to keep all noises and odors confined to your unit, it is the responsibility of each resident to take steps to ensure that they do.
- How do I report a noise complaint or report an odor?
 - For your report or complaint to be effective you should contact the concierge on duty and/or management and notify them at the time the noise or odor is occurring so that they can investigate. Remember although we should remain considerate of our neighbors at all times, quiet hours begin at 10pm each night to coincide with the city noise ordinances.
- What should I expect to happen?
 - A member of the concierge or management staff will visit the floor of the unit creating the noise or odor.
 - For noise: if the noise can be heard as the staff member exits the elevator, it will be considered a nuisance level noise and the staff member will visit the unit and personally ask the residents to lower the volume and noise level to a level that is not disturbing to others around them. Repeated verified incidents from the same unit will result in a fine to that unit. All such incidents and reports are reported to management.
 - For odors, the process is basically the same. If the odor is easily identifiable, the staff member may simply place a call directly to the resident of the unit to let

them know. If the odor is not easily identifiable, a visit to the floor to investigate is the proper step.

Renovation & Construction Work (in-unit)

- All Unit modifications must receive ACC approval before any work commences.
- No construction work at any time on the weekends.
- No construction work before 9 am or after 5pm.

Pets

- Always carry your pets through the common areas of the building. Exceptions to this policy are the service elevator and the loading dock.
- Always clean up after your pet. This applies to the community grounds as well as any accidents that might occur within the building.
- How many pets am I allowed to have?
 - Pet ownership is limited to one (1) dog, cat, or bird, or other generally recognized household pets such as fish and hamsters, not exceeding twenty (20) pounds, and must be registered with the Association prior to or upon move-in.

Deliveries and Moving

- All move ins/outs and deliveries must utilize the loading dock and service elevator (exceptions are food and flower deliveries as well as FedEx, UPS, etc. package deliveries.)
- Always reserve time on the service elevator for a move or for a large delivery.
- Moves and large deliveries are not allowed through the main lobby at any time.
- When moving items from storage, you must use the bellman's carts and all items must fit neatly on the carts. If your items are over-sized or if you are going to be making multiple trips, you must use the service elevator.

Guests and Guest Parking

- All guests must check in at the front desk.
- Mayfair Tower is able to provide limited guest parking. All guests in need of a parking space must check in at the front desk and receive a parking permit that is to be displayed at all times on the dashboard of their vehicle. Unregistered vehicles will be towed at the owners expense.

Leasing

- Landlord-Owners should submit all necessary leasing forms to management prior to the lease begin date. Landlord-Owners are required to give management up-to-date copies of all leasing forms.
- Landlord-Owners are responsible for all actions of their tenants within the community.

Miscellaneous

- The P3 Alley Gate Closes each night at 10pm and re-opens at 6am.
- Can I leave my vehicle unattended for just a brief moment in the front drive?
 - No. All vehicles must be attended while in the front drive. This is an emergency lane and must remain open to emergency vehicle traffic at all times.
- Can I transport my bike through the main lobby area?

- No. Bikes must be transported in the service elevator. If the service elevator reserved at the time, you may carefully transport it in a residential passenger elevator, through the main elevator lobby and either out through the garden or down and out through the parking decks.
- Do I need to have homeowner's insurance even though the building already has an insurance policy?
 - Yes, it is required in the declaration for condominium that ALL homeowners carry homeowners of (HO6) policy. It is also strongly recommended that all renters obtain a renter's insurance policy as well.

Mayfair Tower Directory

Concierge

404-888-0823 phone

404-888-0893 fax

Concierge@MayfairTower.com

Management Staff

Association Manager

(main contact for residents)

404-872-6675 phone

404-888-0983 fax

ssweat@hoadv.com

Property Manager

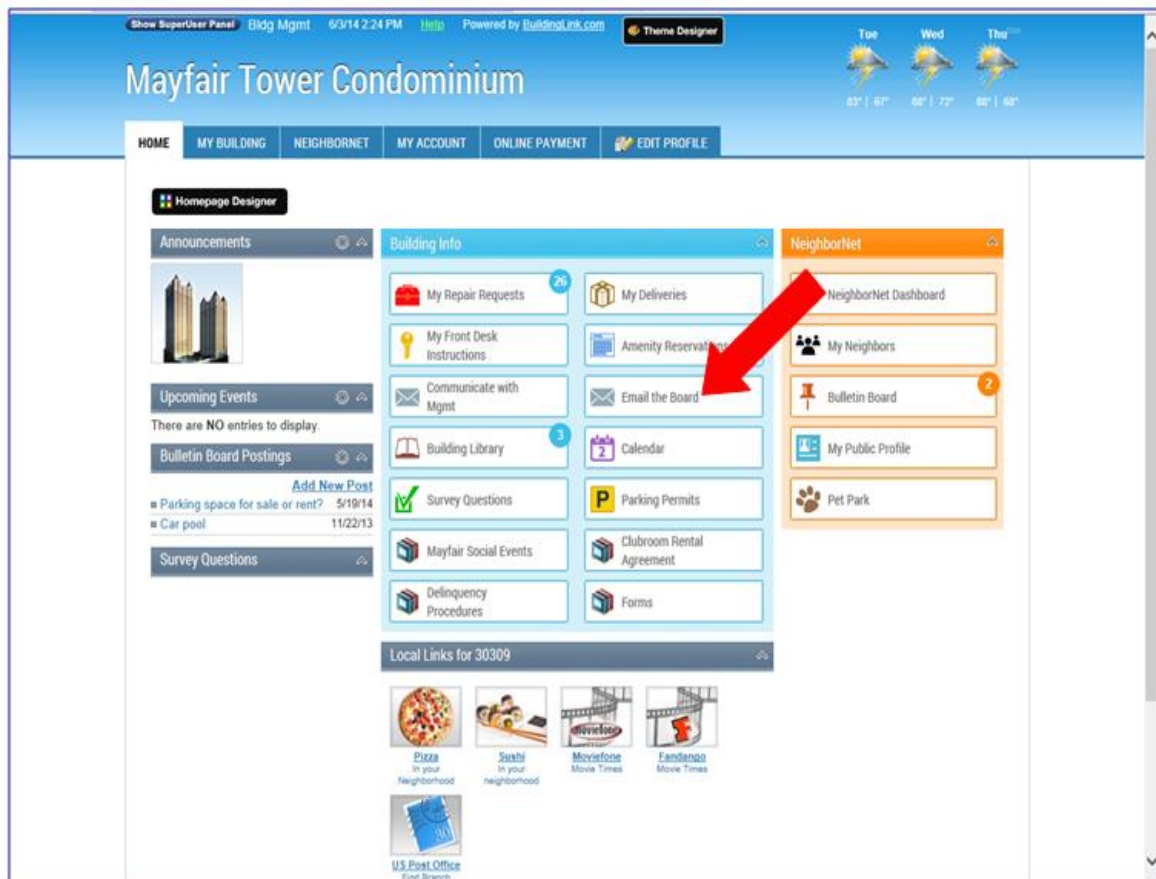
404-418-1423 phone

404-888-0893 fax

smiller@hoadv.com

Board of Directors

You may contact the Board of Directors directly by logging onto www.MayfairResidents.com and clicking on the **“Email the Board”** button. (You may also contact management using the same method by clicking on the **“Communicate with Mgmt”** button.)



| | |
|---|--|
| Conference Room | 678-298-0624 phone 404-888-0893 fax |
| Resident Website | www.MayfairResidents.com (Residential Use) www.MayfairTower.com (Public Website) |
| On-Line Assessment Payment Website | www.mysmartstreet.com |
| Utility & Service Provider Information | |
| Georgia Power | 1 (888) 660-5890 www.georgiapower.com |
| DirecPath | 1 (866) 430-7284 www.DirecPath.com |
| Comcast | 678-878-6730 eureka_johnson@cable.comcast.com or 1 (800) 934-6489 www.comcast.com |
| ATT U-verse | 1 (800) 288-2020 www.att.com |
| OnePoint Technologies | |
| Customer Care Phone: | (770) 528-5999 In Metro-Atlanta (877) 635-5734 Outside Metro-Atlanta (678) 391-3998 Fax info@onepointtech.com |
| Corporate Correspondence: | OnePoint Technologies, Inc. PO Box 1147 Alpharetta, GA 30009-1147 |
| Payment Remittance: | OnePoint Technologies, Inc. PO Box 1849 Woodstock, GA 30188-1369 |

For All Emergencies Call 911!

Board of Directors and Committees

Board of Directors

The Board of Directors is a five member body that governs the affairs of the Association. Directors are elected by a vote of the membership during the Annual Meeting of the Association, each serving 2 year terms. The following are the Board Officer Positions, which are voted on and decided amongst the 5 Board members once elected to the Board.

- President
- Vice President
- Treasurer
- Secretary
- Director at Large

Meetings are held on a quarterly basis at a minimum and as scheduled by the board. All owners are welcome to attend any open session meeting. Executive sessions are for the Board and Management only.

Committees

All Committees are made up of owner volunteers who wish to take an active role in their community. If you have expertise in a field that would be beneficial to any of the committees listed below, or are simply interested in participating the operations of the your community, please feel free to contact Management so that they can place you in contact with the appropriate person(s).

- **Architectural Controls**

The ACC is your committee for the administration and oversight of the building standards for our community. Their purpose is to ensure that the applicable By-laws of the Declaration of Condominium and the Community Standards of Conduct and Rules established by the Board of Directors are met in order to protect and maintain the common properties and the building overall. This in turn helps to maintain the property values for Mayfair Tower owners and sustain the quality of living here for all residents.

The ACC comprises a committee of volunteer unit owners, appointed by the Board of Directors. As such, we are always looking for willing participants from among the ownership. Our members do not necessarily need an architectural, engineering or construction background. All you really need is a sincere interest in protecting and preserving the quality of our property and its environment. If you would be interested in serving on the ACC, please let one of our Board members know or contact the Property Manager. We would welcome your involvement.

- **Finance**

The Finance Committee is tasked with the important duty of monitoring the financial health of the Association. This may include but is not limited to creating and maintaining the annual operating and reserve budgets, monitoring income/collections and spending, and reviewing contracts. Having a financial background and experience is preferred but not necessary if you wish to become a member of this committee.

- **Social**

The Social committee is in charge of all social and community events from holiday functions, to general community gatherings. Members of this committee help set the tone for our community by creating opportunities for neighbors to socialize with neighbors and new residents to be introduced to the Mayfair Tower family.

Your Building

Main Courtyard & Motor Court

The Main Mayfair Community Courtyard and Motor Court serve the entire Mayfair community, which includes the Mayfair Tower, the Mayfair Renaissance, and the Mayfair Royal. The main entrance to the parking deck is located in the center of the courtyard/motor court and down the ramp. This is for use by all residents, guests, and Mayfair royal clients. This gate is access controlled and requires a FOB or remote control for entry. Guests must call the concierge using the intercom system.

Lobby

Located off the Main Courtyard adjacent to 14th Street, the lobby includes a grand foyer with separate comfortably furnished waiting area to the left as you enter for your guests and private greeting area to the right. The concierge desk is located at the far end of the grand foyer to the right.

Mailroom

The mailroom is located in the private residential portion of the main lobby beyond the main elevator lobby to the left and through the East corridor. A display case is provided for local business brochures and cards and is maintained by a private vendor. All advertising material must be approved through the vendor prior to being displayed.

Entries & Exits

There are two main entry and exit points in the building. The main lobby double doors from the Mayfair main drive and courtyard off of 14th Street are for general use by everyone. They are access controlled and automatically lock at 7pm every evening. The loading dock pedestrian door for use by residents, deliveries, and contractors is also access controlled and remains locked at all times. Access is only granted by the use of a resident key FOB or by contacting the concierge via the intercom system. The South Garden doors & Clubroom doors also act as an exit. However, entry is not possible from the outside of the Garden gates, only if you are already within the Garden. These doors are also access controlled and remain locked at all times. Entry is only possible by using FOBs or by calling the concierge via the intercom system.

Elevators

Mayfair Tower is equipped with 6 elevators. There are two elevators that service the parking decks. They travel only from P1 to the lobby. These are located off the main residential elevator lobby on the South side of the building between the concierge desk and Tower Garden. There are 3 main residential elevators located in the main resident elevator lobby directly in front of the concierge desk. These elevators service all residential floors (2-30). The service elevator is located on the East corridor. It services the loading dock, lobby, and all residential floors. This elevator should primarily be used for moving, deliveries, contractors, and transporting pets & bicycles. Reservations may be necessary when using the service elevator. Please contact the concierge at 404-888-0823 or concierge@mayfaiertower.com if you wish to reserve the elevator for exclusive use.

Emergency Stairwells

Mayfair Tower has 2 stairwells for use in the event of an emergency situation that requires evacuation from the building.

- The East stairwell is located on the east corridor (closest to Piedmont Park)
- The West Stairwell is located in the west corridor (closest to Peachtree Street)

The stairwells are accessible on each floor from the corridor. However, all stairwell doors are locked on the stairwell side. Once in the stairwell, re-entry to the building is not possible. You can only exit on the lowest floor in that stairwell (main level or basement level). During an emergency situation in which the life safety system or alarm is activated, doors on floors 27, 22, 17, 11, & 6 will unlock and allow re-entry to the corridors if necessary. These stairwells are not for casual daily use and should only be used in the event of an emergency. For more information regarding emergency procedures, please refer to the Emergency Procedures Section of this handbook.

Resident Storage

Storage units are located on all levels of the parking decks. These units are legally assigned by the Declaration and are for the exclusive use of those owners and residents in the unit to which the storage unit is specifically assigned.

Loading Dock

The loading dock is located on the East Side (behind) the building at the alley level. It is accessed via the alley off of 14th Street (There is no access from 13th Street). All deliveries, contractors and movers must use the loading dock and service elevator. Upon arrival, they will need to contact the concierge via the intercom system and then immediately check-in at the front desk upon entry. The loading dock houses all the trash and recycling bins.

Parking Decks

There are 4 levels to the Mayfair Tower parking deck. They are referred to as P1, P2, P3, and P4. There are 3 entrances to the parking decks; the 14th Street main gate and the 13th Street gate both access the deck on P4. The P3 Alley gate accesses the P3 deck. *(Reminder: The P3Alley Gate is closed each night from 10pm to 6am)*. Entry through the P3 alley gate is only possible from 14th Street. When exiting the P3 alley gate, you must exit onto 13th Street. Mayfair Tower

shares the parking deck with Mayfair Renaissance and Mayfair Royal, However, the sections and boundaries are specifically defined. Mayfair Tower residential spaces are located on the Northern most half of the decks and exist on both sides of the ramp that is used to access all decks. Tower also has several guest or 24 hour spots as well as some that are available between the hours of 7pm to 7am. Please refer to the Parking Procedures Section of this handbook for more information and the steps necessary if you wish to use one of the guest spaces.

Residential Floors

Residential units are located on all floors from the main level to the 30th floor. Access is restricted on the main level to staff and residents only. Residential floors 2-30 are accessible via the 3 main residential elevators and the service elevator. The East and West stairwells are for emergency use only and should not be utilized to travel from floor to floor. The doors remain locked at all times from the corridor side. Once inside, re-entry to the building/exit from the stairwell is only possible by travelling to the lobby. In the event of an emergency re-entry is possible on floors 27, 22, 17, 11, & 6. Please refer to the Emergency Procedures section of this handbook for more information.

Building Layout - Main Level

Alley Level: Loading Dock / Trash & Recycling Bins



Moving In

Reserving the Loading Dock and Service Elevator

Prior to moving into your new home, you must contact the concierge at 404-888-0823 or concierge@mayfairtower.com to reserve time in the loading dock and on the service elevator for the move-in process. The loading dock and bay will be clear and available to accommodate your moving vehicles and movers. The freight elevator will be locked down by the concierge for the exclusive use of you and your movers. While in “lock-down” mode the elevator will remain open and stationary on a floor while you load and unload your belongings. The concierge will explain how to operate the elevator while in “lock-down” mode. The elevator may be reserved for exclusive use Monday through Saturday between the hours of 9am and 5pm. After hours reservations and Sunday reservations are not allowed.

Resident Contact Information Forms

Immediately upon your move to Mayfair Tower, you will need to complete a short Resident Contact Information Form. Along with the Settlement Statements from your closing, this information form is used to complete your resident record in our database. Each new owner, resident, and tenant is required to complete this Form. The information from the contact form allows us to contact you regarding Association related news and items, notify you of guest arrivals and food deliveries, and in the event of an emergency situation. It also places you on the distribution list for our weekly newsletter and management update. Contact Information forms are located in the BuildingLink Residential Website Library and in the forms section of this handbook. They can also be obtained upon request from Management or the concierge.

Setting up your account with the HOA

In order for your account to be set-up for HOA billing and payments, you must provide proof of ownership in the form of the settlement statements that are required upon move-in. In the absence of this form, ownership remains in the name of the previous owner and move-in may not be possible.

- **Payment Options**

- **ACH Debit**

This is the preferred method of payment. Once all necessary paperwork has been submitted for your account set-up, you may also elect to sign up for automatic withdrawal for your HOA payments. Simply request the ACH Debit sign up form from the concierge or Management. This form can also be found in the Buildinglink Residential Website Library. Once complete, submit this form with a voided check to Management. All auto-draft payments will be drafted from your account on the 5th of each month unless the 5th falls on a weekend or a holiday in which case the draft might be slightly delayed. Forms must be turned in prior to the 20th of the month in order to be effective for the following month. The ACH Authorization form can be found in the Forms Section of this handbook.

- **On-Line Payments through Smartstreet and Union Bank**

For those owners who like the convenience of paying on-line, the SmartStreet option is the way to go. Simply go to www.mysmartstreet.com and click on the “online payments” tab. From there simply make your payment choices and follow the prompts. Smartstreet accepts Visa, Mastercard, Discover and American Express. A \$14.95 fee will be charged for credit card transactions. You may also pay with an echeck using your bank account with no additional fee. When making a payment through smartstreet, you will need your homeowner account to pay online, which can be obtained from Management. When making online payments through SmartStreet, it is also very important to choose the correct Homeowner’s Association when prompted to ensure that your payment is applied promptly and properly.

UnionBank Homeowners Association Services

Customer Care: 1-888-705-0600
Sales & Marketing: 1-866-210-2333

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Homeowners Association Services are provided by Union Bank product solutions, and powered by our proprietary Smartstreet® technology platform. Together, they deliver fully integrated banking solutions exclusively for management companies and community associations nationwide.

Learn more about the completed acquisition of Smartstreet by Union Bank.

Online Payments
Online Banking
Support Center
Contact Customer Care
1-888-705-0600
Homeowners,
Option 2
Management Companies,
Option 3
Monday-Friday
8 a.m. – 8 p.m. ET
Excluding bank holidays

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UnionBank Homeowners Association Services

Customer Care: 1-888-705-0600
Sales & Marketing: 1-866-210-2333

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Make your payment in minutes with our Smartstreet® technology platform. Learn more about the completed acquisition of Smartstreet by Union Bank.

We are compatible with the latest version of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, and Safari.

PAY AS GUEST
Click here

SIGN-IN or REGISTER
Click here

Paying as an unregistered user
Forms of Payment Accepted: Cards

Paying as a registered user
Form of Payment Accepted: eCheck

A \$14.95 fee will be assessed for each payment.
\$5,000 maximum payment amount for each transaction.
Payments made after 4 p.m. ET will be processed the next business day.
Recurring card payments are no longer available effective September 13, 2013.

Make one-time or recurring registered payments or establish a new login ID and password. Note: If you previously registered through Smartstreet, you do not need to create a new login ID and password.
You must be a registered user to make one-time or recurring registered payments.
A fee is not assessed for registered payments.
Payments made after 4 p.m. ET will be processed the next business day.

Online Payments
Online Banking
Support Center
Contact Customer Care
1-888-705-0600
Homeowners,
Option 2
Management Companies,
Option 3
Monday-Friday
8 a.m. – 8 p.m. ET
Excluding bank holidays

NOTE: If you pay your dues online through your own banking institution, please be sure that the remittance address is accurate (please see “By Mail” section below for the correct address). Also, if possible, have your homeowner code printed on the payment. This is preferred but not required. Your homeowner code can be obtained by requesting it from Management.

- **By Mail**

If you wish to mail your payment, please mail it to the following address:

**Mayfair Tower
199 14th Street NE
Atlanta, Georgia 30309
Attention: Management**

- **Submit directly to Management or Front Desk**

If you reside in the Mayfair Tower, paying your dues is as simple as dropping off your check at the front desk on your way out in the morning or on your way home in the evening. The concierge or management will be happy to accept your payment on-site.

Your Home & Community

Your Home

Your home, commonly referred to as a Unit, is that space which exists within a specific set of boundaries as defined by the declaration. For a definition of those boundaries, refer to section 5, “Units and Boundaries” of the declaration. As an owner, you are now responsible for everything within those boundaries including all appliances, fixturing, finishes, preventative maintenance, as well as any minor and major repairs. Homeowner’s Insurance is required of all Mayfair Tower homeowners. Please see section 10(e) of this handbook “Homeowner’s Insurance”, and Section 11 of the Declaration for Mayfair Tower for information regarding the insurance requirement.

Community Amenities

Coffee Service: Mayfair Tower is pleased to offer complimentary coffee service for all residents and their guests from 6:00am to 10:30am every Monday thru Friday.

Common Area Wireless Internet: Free Wireless internet is provided throughout the main lobby level and amenity areas through the DirecPath FastPass Network.

Individual Unit Internet Service: As a part of your HOA dues, internet service is provided in each unit through DirecPath. In order to utilize this service, simply plug into the connection port in your unit. Wireless service is not provided, but may be set-up through DirecPath or by purchasing a wireless router on your own.

Conference Room & Business Center Services: The conference room at Mayfair Tower is located to the right as you enter the lobby and adjacent to the Manager's office. The room seats up to 6 people comfortably around the conference table with enough seating for a maximum of 8 people. The room offers conference calling capabilities as well as a wall-mounted, 40" display monitor that may be connected to your laptop or tablet for presentations. Mayfair Tower also offers copying, scanning, faxing services if needed. Printing service may be allowed by request and with the permission of management.

Clubroom: The Clubroom is located on the lobby level adjacent to the main residential elevator lobby. The clubroom offers a bar/buffet area, comfortable seating and ample space to entertain. Reserve the room for a small gathering or simply walk-in and watch some TV on the wall mounted, large screen television. Or just relax and enjoy the view of the Mayfair Tower Garden. If using the clubroom to entertain, the bar area equipped with sink and ice machine will be quite useful.

- Reservations & Payment Process: Reservations are made by contacting the Concierge at 404-888-0283. A deposit of \$500 is required at least 14 days prior to the event/reservation date. Reservations do not include the exclusive use of the adjacent garden. However, you and your guests are allowed to utilize this area during your event.
- Approved Reservation times: Between the hours of 8am and 2am.
- Number of Guests: A maximum of 50 guests may attend your event.
- Blackout Dates: There are no blackouts dates when reserving the clubroom. However, major holidays, holiday weekends as well as major sporting event dates may already be reserved or on temporary hold for potential community events, so it is important to always check with Management or the Concierge for availability during these times.

For a full set of details and rules, please refer to the Clubroom Rental Agreement located in the Forms Section at the back of this handbook.

Fitness Room: The fitness room is located on the main level in the Southeast corner of the building. Our State-of-the Art fitness facility is equipped with a full range of free weights, cardio machines, and circuit equipment. It is available for use 24 hours a day to suit all schedules.

Grills: There are 2 gas grills located in the Mayfair Tower Garden. These are "first come-first serve" and for the enjoyment of all residents and their guests.

Bicycle Storage: For bicycle storage, Mayfair Tower provides 4 bike racks in the parking deck. Their locations are as follows:

- On either side of the top of the ramp from P4 to P3.
- On P3 to the left of the bottom of the ramp between spaces 298B and 299.
- To the left and parallel to space 298A.

Mayfair tower requires that all bicycles stored on one of the community bike racks be registered with Management. Once registered, you will be provided a decal permit that must be displayed clearly on your bike. Bike rack audits are performed quarterly. Bicycles that are not registered or do not display the proper decal permit are at risk of being removed from the racks by Management with proper warning.

Concierge & Concierge Services

Our professional and courteous Concierge Team is here 24 hours a day to provide you with the highest quality and standard of service. They are heart of our community; keeping the building running smoothly night and day. Some of the convenient community services they provide are listed on the following page.

- Access control to the building
- Guest and Food Delivery Notification
- Entry Authorization & Key Releases
- Package Check-in, Resident Notification & Check-out
- Towing Unauthorized and Illegally Parked Vehicles
- Calling For Taxis
- Directions
- Investigating and Reporting Rule & Policy Violations and Breaches of Security

Building Services & Systems

Life Safety System

Mayfair Tower is equipped with a fire alarm system to alert residents in the event of a fire or potential fire emergency. The alarm is activated when....

- ...a **smoke detector** detects smoke in a concentration high enough to indicate that there is a fire or potential fire.
- ...a **pull station** is manually activated by an individual who becomes aware of fire or potential fire.
- ...the **sprinkler system** is activated due to an actual fire.

Once activated, residents are alerted by flashing strobes and an audible alarm that also includes an announcement to exit the building immediately. (For evacuation routes, please refer to the Emergency Procedures Section of this handbook on page 46. Evacuation Routes are pages 47,48, & 49.) Strobes and enunciators are located throughout all common areas of the building

as well as in each individual unit. Tests are performed on an annual basis to ensure proper functioning of all components of the Life Safety System.

Water Sub-metering: Each unit is sub-metered for individual use and reading. Residents will be billed on a monthly basis for their individual usage by OnePoint Technologies. Management will set-up accounts for all new owners. For renters, the unit owner/landlord must complete an account set-up form and submit to management prior to the renter's move-in date to ensure proper billing. Contact information for OnePoint is located in the Directory Section of this handbook. Note: Landlord-Owners are responsible for water bills that are unpaid by their tenants.

Internet & Cable: Internet is provided as a part of your HOA dues through DirecPath. No set-up is required. Internet services are available upon move-in by simply plugging in to the connection port located in your unit. If you wish to have wireless service in your unit, you must request that service through DirecPath or purchase and install a wireless router on your own. TV/Cable service may be purchased by each owner/resident through DirecPath, ATT U-verse, or Comcast. Contact Information for each of these providers is available in the Directory Section of this handbook.

Residential Website: www.MayfairResidents.com

Provided by BuildingLink, the Community Website is your key to the Mayfair Tower Community. From package tracking to keys releases, resident classifieds on the bulletin board to common area service requests...BuildingLink makes every facet of building life easier, more practical, more transparent and harmonious. You can also update your resident profile, communicate with Management and the Board of Directors, download useful forms, and review important Association documents. The more you use BuildingLink, the more connected to your community you will be. Management and the Concierge will set up your profile based on information that you provide at closing and on your Resident Profile and Contact Information Form. Once your BuildingLink profile is complete, you will receive your log on information via email.

Trash Disposal: For your convenience, you may dispose of your household trash in the trash chute located in the service elevator lobby on each floor. Please adhere to the following guidelines when using the trash chute.

- Please ensure that you and your tenants/guests do not leave garbage around the property.
- Never leave trash or discarded personal items in the elevator lobbies or trash chute closets
- When using the trash chute:
 - All items placed in the chute must be in sealed bags
 - No cardboard – No pizza boxes
 - No oddly shaped items, tools, etc.
 - No furniture, furniture pieces, or fixtures.
 - No heavy items that could damage the walls of the chute.

- Items that are not acceptable for the trash chute must be taken down to the appropriate trash or recycling bins in the loading dock.
 - All boxes and cardboard must be broken down prior to being placed in the trash bin/dumpster.
 - Do not place furniture, fixtures, construction debris, or other miscellaneous items that might result from a move in/out or delivery in or around the bins at any time. Arrangements must be made for these items to be removed from the property immediately.
 - A list of acceptable recycling items can be found in this handbook on page 20.

Recycling: All recycling must be taken down to the loading dock. Seven Conex Recycling bins have been provided for your recycling needs.

The following is a list of items of acceptable and unacceptable items for our recycling program

Acceptable Items

aluminum Cans
 plastics 1-7 (bottles, food containers, etc)
 glass
 steel (tin) Cans
 newspapers
 phonebooks
 magazines
 office Paper (including shredded)
 junk Mail
 catalogs
 paperboard
 cereal
 shoe boxes
 notebook backing

Unacceptable Items

polystyrene or Styrofoam
 packing material
 egg cartons
 Styrofoam
 plastic grocery bags
 rubber gloves
 light bulbs
 electronic devices
 clothing
 mirrors
 household garbage
 any items containing chlorine
 paint
 pesticides
 acid
 motor oil or any hazardous material
 waxed paper products
 photos
 film
 carbon paper
 baby diapers

Pest Control: Common Area pest control is included as a part of your HOA dues. In-unit service is only provided at the owner's request and expense.

Access Control Systems: Mayfair Tower is equipped with access control and monitoring systems throughout the community to assist in providing our residents with a private and comfortable living experience.

- Key Fobs/Cards: All gates and building entry points are equipped with an access control system that requires the use of an access card or FOB. Without a card or FOB, entry is only possible with the assistance of the concierge. Card/FOB usage is tracked and recorded. (Reminder: The P3 Alley Gate is closed from 10pm to 6am each night)
- Timed Door Locks: All entry points remain locked to the outside 24 hours a day with the exception of the main entry double doors. These doors are unlocked for ease of entry between the hours of 6am and 7pm each day.
- Concierge Intercom Systems: When you or your guests require assistance to enter the building, each entry point is equipped with an intercom to the concierge. To use, simply press the call button and release. This will open the channel for communication. Do not press and hold the button. Doing so will block communication to the concierge.
- Camera Systems: There are 32 cameras located throughout the various common areas of the Mayfair Tower community to assist the staff in monitoring activity in and around the building. Activity is recorded on a series of DVR units, which can be recalled for review if necessary.

Rules & Regulations / Policies & Procedures

Assessments & Collections Policy

All monthly assessments are due on the first (1st) of each month and no later than the tenth (10th) of each month. (for payment options, see Section 6 of this handbook)

Invoices are generated no later than the 23rd of each month and should be sent to all owners by the 25th day of the month.

Reminder Letters are generated and delivered to each unit for which payment has not yet posted on the 5th day of each month.

10 Days Delinquent

- 10% late fee is applied to any unpaid balance.

15 Days Delinquent

- Any unit with a delinquent balance receives a delinquent notice from the Association notifying them of the following:
 - Total balance due including late fees
 - Notification that access privileges will be revoked to common elements once the account balance becomes 30 days delinquent.
 - Common Element access restrictions include but are not limited to: gym access, internet access, and parking access.
 - Attempts to utilize parking spaces once access has been restricted will result in vehicles being booted and/or towed at the owner's expense.

30 Days Delinquent

- Annual interest rate of 10% (compounded daily) begins to accrue from the due date.
- Owner receives correspondence from the On-Site Property Manager.
- The Board of Directors may accelerate and declare immediately due all assessments for the current year upon ten (10) days written notice to the Owner.
- Owner's voting rights are suspended
- Access privileges are revoked as indicated in the delinquent balance notification on the 15th.
- Liability for Assessments, Section 15(B), applies to all Unit owners who lease their unit and have a current tenant. This amendment states the following: "When a Unit Owner unit owner 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..."
 - Tenant rental payments are due. Tenant has ten (10) days to pay rent directly to the Association or the common element rights are suspended.

45 Days Delinquent

- Owner receives a Pre-Collections Letter (PCL) from management outlining further penalties including the suspension of the following:
 - Water Service Suspension – Water service may not be suspended unless a final judgment or judgments in excess of a total of \$750.00 are obtained in favor of the Association from a court of competent jurisdiction.

60 Days Delinquent

- The Board may file suit to collect all amounts due on owners who remain delinquent for over sixty (60) days.

90 Days Delinquent

- Warning of Suit sent to Owner from Legal. Collections file turned over to Legal.
- Access to parking space will be restricted by barricade.

120 days or more of Continued Delinquency

- Foreclosure suit filed by Association's Collections Attorneys at the request of the Board of Directors at least thirty (30) days after Warning of Suit sent to Owner.

Delinquent Payments to OnePoint Technologies, Inc.

- Owners who are delinquent in their payments to OnePoint Technologies will receive a flat rate \$15 late fee on their next billing cycle.
- Expenses generated from the use of water are assessments and will be treated as such. They are subject to all approved collection procedures stated in this document.

Payment Plans

Payment plans are at the discretion of the Board of Directors and Management of Mayfair Tower Condominium Association.

Payment of Delinquent Balances

All payments are applied to the oldest balance on the account first.

Community Standards of Conduct and Rules

As a Mayfair Tower Condominium Unit Owner ("Unit Owner"), you automatically become a member of the Mayfair Tower Condominium Association ("Association"), a nonprofit corporation. The mission of the Association is to preserve and enhance the community's financial wellbeing, quality of life, and shared aesthetic values. The primary function of the Association is to administer its legal documents in a fair, logical, and nondiscriminatory manner to the maximum benefit of its members. To this end, an elected Board of Directors oversees operations conducted by a professional property management group. The goal is to operate the property in the best interest of Unit Owners by enhancing community aesthetics and quality of life, thereby promoting property values.

The Community Standards of Conduct and Rules ("Rules") serves as a broad guide and covers many situations and circumstances that are common to condominium community life. The items below describe specific measures to enforce important aspects of the community's Declaration and Bylaws. For the great majority of Unit Owners, these Rules have no impact, as most people are sensitive to the unique nature of condominium living and are keenly aware of the need to respect their neighbors.

As a reminder, employees of the Association are charged with enforcement of the Bylaws and Rules as a condition of their employment. All Unit Owners are expected to support the Association's employees with regard to rules enforcement. Clearly, enforcement of the Condominium Bylaws and Rules is in each Unit Owner's best interest. Ultimately, the responsibility of enforcement lies with the Unit Owners and the success of this effort is dependent upon the Property Manager being made aware of problems and violations.

On behalf of the Association, we offer you this document, the Community Standards of Conduct and Rules, and we extend to you our genuine desire that you continue to enjoy the beauty of your home and surroundings in our unique community.

Sincerely,
Board of Directors
Mayfair Tower Condominium Association

Community Standards of Conduct and Rules

This document is not intended to be an exhaustive review of the Declaration and Bylaws. The standards, rules and fine schedule may change from time to time. If a conflict arises between these Rules and the Bylaws (as amended), the Bylaws prevail. The fines listed below are in addition to any costs incurred to the Association in the process of remedy.

Definitions

Common Elements: Portions of the property, subject to the Declaration, that are not included within the boundaries of a particular Unit such as, but not limited to, the lobbies, the garden, the clubroom, and the exercise room.

Limited Common Elements: Portions of the property within the Common Elements reserved for the exclusive use of those entitled to occupy one or more Units such as, but not limited to, parking spaces, storage spaces, mailboxes, balconies, patios, and roof top terraces.

Unit Owner: One or more persons who own a condominium unit.

Unit: A portion of the condominium intended for any type of independent ownership and use

Association Manager / Property Manager: The person responsible for supervising the day-to-day operations on behalf of the Condominium Association. This person has the authority to make emergency decisions to allow the Condominium Association to run in an efficient manner.

I. Additional Copies of the Declaration, Bylaws, and Community Standards of Conduct and Rules

The Association has provided one copy each of the above documents to each Unit Owner on a one-time basis. Copies of the documents are to be transferred to the new owner if the Unit is sold.

**Additional copies of the above documents are available online or can be purchased through the Property Manager at the following costs:
Declaration and Bylaws - \$30 and the Community Standards of Conduct and Rules - \$8.**

II. Abandoned Personal Property

Personal property that is allowed to remain for more than 24 hours in any of the Common Elements is considered abandoned. This includes property that is not properly secured in the storage space rooms or in the parking garage. Personal property should not be placed outside each storage space. No personal property (other than authorized vehicles and grocery carts) should be placed within or near individual parking spaces without the approval of the Property Manager and/or Board of Directors.

The Property Manager will place a written notice on the property and/or the Unit Owner's door. If the property is not removed within two (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. The Unit Owner is also responsible for the cost of the removal, if any. Failure to comply may result in a warning letter of \$50 per occurrence with a maximum of \$150 and \$150 for each occurrence thereafter. If the Association deems the abandoned property to constitute an emergency, then the property may be removed immediately and without prior notice.

III. Antennas

Antennas may not be erected anywhere on the Condominium unless first approved in writing by the Architectural Control Committee.

Violations may result in a warning letter and/or fines of up to \$50 per day until remedied.

IV. Architectural Control Committee

The Architectural Control Committee ("ACC") deals with both aesthetic considerations concerning Limited Common Elements and the review of Unit Owner proposals for modifications of Units interiors.

Changes to Limited Common Elements such as balconies and roof terraces are expressly forbidden by the Declaration and are considered a violation. Examples of violations include unauthorized objects, antennas, clotheslines, lights, flags, and unauthorized window treatments. Unit Owners planning interior renovations such as installation of hardwood floors and removal of walls must submit a detailed proposal to the ACC for consideration.

Modifications made without ACC approval are done at the Unit Owner's risk. The ACC 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.

Action taken concerning violations of the ACC guidelines range from a warning letter to a \$1000 per occurrence fine to a \$100 per day fine until the unauthorized change is rectified. The Unit Owner will also be responsible for any and all costs associated with restoration including attorney's fees.

V. Bellman's Carts

Residents should return the bellman's carts to the main lobby area immediately after use.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence.

VI. Bicycles and Roller Blades

Residents should carry bicycles and roller blades through the lobby areas, or use the freight elevator to transport bicycles.

Note: It is recommended that Residents register all bicycles stored on or in the common elements with the Mayfair Tower management. Bicycles stored on or in the common elements are stored at the owner's risk. The Association is not liable for damages or loss of any stored bicycles.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence.

VII. Firearms and Fireworks

The discharge of firearms or the display of fireworks is prohibited. Firearms include "B-B" and pellet guns.

Violations may result in a warning letter and/or fines of up to \$500 per occurrence.

VIII. Garage Sales

Garage sales, flea markets, yard sales and similar activities are prohibited.

Violations may result in a warning letter and/or fines of up to \$100 per occurrence.

IX. Grilling

Charcoal or liquefied petroleum gas or liquid fueled burners shall not be kindled or maintained on balconies or within ten (10) feet of combustible patios on the ground floor.

Violations may result in a warning letter and/or fines of up to \$100 per occurrence.

X. Hazardous Materials

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

Violations may result in a warning letter and/or fines up to \$100 per day until remedied.

XI. Heating of Units in Cold Weather

If the outside temperature is forecast to reach 32°F or below, all Unit Owners and/or Occupants are expected to maintain a thermostat setting of at least 55°F or higher in order to prevent breakage of water pipes.

Violations may result in a warning letter and/or all costs incurred by the Association pursuing remedies for the damage and/or fines of up to \$500.

XII. 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, A/C, water heater, plumbing, electrical wiring and appliances.

In addition, Unit Owners and Occupants have the responsibility to keep in a neat, clean and sanitary condition any of the Limited Common Elements such as balconies, patios, roof terraces, and parking spaces assigned to their Unit. Parking space maintenance includes, but is not limited to, the cleaning up of all oil/grease spills and the prevention of litter in the garage area.

Violations may result in a warning letter and/or fines of up to \$200 per occurrence to \$50 per day until compliance is met.

XIII. Unit Owner Responsibilities for Their Tenants and Guests

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

The actions to be taken are described in this and other Condominium documents.

XIV. Leasing of Units

Units may be leased only in their entirety. All leases must be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. Subleasing, assignment of leases, and initial lease terms of less than one (1) year are all prohibited unless prior written approval is obtained from the Board of Directors. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Unit Owner must provide the Board of Directors (through the Association's Property Manager) with a copy of the lease, the name of the lessee, and the names of all people occupying the Unit. The Unit Owner must make available to the lessee a copy of the Condominium Declaration, Bylaws, and Rules.

A copy of the lease agreement shall be on file with the Property Manager and shall contain sections that outline the following:

- The lessee acknowledges receipt of a copy of the Declaration, Bylaws and Rules;
- The lessee agrees to abide by the provisions outlined in the Declaration, Bylaws and Rules;
- The lessee will control the conduct of all other occupants and guests to ensure like compliance;
- The Unit Owner agrees to be responsible for the compliance of the lessee, occupants and guests;
- The Unit Owner agrees to be responsible for unpaid fines, including those of the lessee, lessee's occupants and guests;
- The lessee acknowledges that violations of the Declaration, Bylaws, and Rules by lessee, lessee's occupants or guests constitutes a default and authorizes the Unit Owner or the Association Board to terminate the lease and evict the lessee in accordance with Georgia law; and,
- The Unit Owner delegates and assigns to the Association the power and authority of enforcement against the lessee for violations and the power and authority of eviction.

Prior to leasing a Unit, the Unit Owner is required to obtain a credit report on the prospective lessee from a nationally recognized credit reporting service. The Unit Owner is also required to obtain and contact at least three (3) references to determine the character and credit worthiness of the prospective lessee. Prior to the effective date of the Lease, the Unit Owner must provide the Association with a written notice certifying (i) that a credit report was obtained; (ii) that no fewer than three (3) references identified in the notice were contacted by the Unit Owner; and (iii) based on the credit report and Unit Owner's conversations with the identified references, Unit Owner is satisfied as to the character and credit worthiness of the prospective lessee. The purpose of this regulation is to reduce and/or eliminate the occurrence of evictions occurring on the Condominium property and to otherwise promote and enhance the safety and security of the residents of the Condominium.

Unit Owners may not lease their Units to any person who has previously been evicted from a Unit in the Condominium; 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.

Any expenses and fines associated with accomplishing the above actions are an assessment and lien against the Unit.

Section 15 of the Declaration gives more detail regarding leasing of Units and Unit Owners must comply in full.

Violations of any of the above may result in a warning letter and/or fines of up to \$2000 per occurrence, \$100 per day until remedied, and/or an amount equal to the deficient funds plus legal and/or other compliance fees.

XV. Move-In Fee

A nonrefundable Leasing Fee of Two Hundred and No/100 Dollars (\$200.00) must be paid to the Association for all Leases on or before the effective date of the Lease. The Leasing Fee has been established to cover costs incurred by the Association in reviewing the Lease and in changing Association records and security codes to reflect the change in occupancy.

XVI. 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 Residents. 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 in the hallway, outside of the Unit, or in another Unit, it is too loud.

Failure to comply may result in a warning letter of \$50 per occurrence with a maximum of \$150 and \$150 for each occurrence thereafter.

XVII. Non-payment of Assessments and Fines

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

Failure to pay assessments and/or fines may result in a warning letter, acceleration of dues, fines, interest, liens, and legal action. In addition, the Association may suspend the Unit Owner's right to vote and the right to use Common Elements, Limited Common Elements, and Amenities.

XVIII. Noxious, Destructive, or Offensive Activity

Activities that are deemed noxious, destructive or offensive are prohibited.

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

Damage or waste of the Common Elements is prohibited

Unit Owners and residents are expected to treat employees and staff of the Condominium with courtesy and respect. The use of vulgar language and abusive and/or threatening behavior towards employees or staff of the Condominium is strictly prohibited.

Failure to comply may result in a warning letter of \$50 per occurrence with a maximum of \$150 and \$150 for each occurrence thereafter.

XIX. Parking

Vehicles must be parked in designated, lined parking spaces only.

Assigned parking spaces are considered Limited Common Elements to be used by the Unit Owner, Unit occupant, or their guests.

Disabled or stored vehicles are prohibited from parking areas. Boats, boat trailers, other trailers, trucks with a load capacity of 1 ton or more, recreational vehicles, and motor homes are prohibited from being parked on the property unless approved by the Board of Directors.

Mayfair Tower guest parking spaces are for the use of guests of residents of the Mayfair Tower only. The spaces are marked accordingly for their use on the multiple levels of the parking deck. All guests using parking spaces must sign in at the front desk and provide complete information that the form requires. Please see the Parking Rules, Procedures, and Guidelines for information regarding towing procedures, extended parking permits, and other parking information. Mayfair Tower Parking Rules, Procedures, and Guidelines can be found at the front desk and under Forms Section of this document. If a vehicle is parked in a space without permission it shall be towed once the authorized user of the space fills out the Vehicle Towing Request Form that can be found at the front desk or under the Forms section of this document.

If any vehicle is parked on the premises in violation of the above, the Board of Directors (through the Property Manager, Building Engineer, or the Concierge) may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours the vehicle may be towed. After 24 hours or if the same vehicle continues to violate the rules, the vehicle may be towed at the owner's expense.

Vehicles parked in fire lanes, blocking another vehicle, blocking another Unit Owner's parking space, obstructing the flow of traffic, parked on grassy areas, in other dangerous areas, or in Mayfair Tower guest parking spaces without signing in at the front desk are in violation. In such event, advance notice shall not be required and the vehicle may be towed immediately.

Fines for improper parking may be imposed up to \$100 per occurrence.

XX. Pets

XXa. Pet ownership is limited to one (1) dog, cat, or bird, or other generally recognized household pets such as fish and hamsters, not exceeding twenty (20) pounds, and must be registered with the Association prior to or upon move-in.

Violations may result in a warning letter and/or fines of up to \$50 per day until the animal is removed.

XXb. Pets must be carried when transported anywhere through the Common Elements. The Common Elements include, but are not limited to, passenger elevators, hallways, all lobby spaces on the first floor, and all flowerbeds and grassy areas surrounding the exterior of the building that are maintained by using Association funds. The freight elevator and loading dock are exceptions to this rule.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence.

XXc. Pets are not allowed in any of the Amenity Areas even if carried. Amenity Areas include, but are not limited to, the library, the clubroom, the courtyard, the laundry room and exercise room.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence.

XXd. No potbellied pigs, pit bulldogs, or other animals (such as snakes) as determined by the Board to be potentially hazardous may be brought onto or kept on the premises.

Violations may result in a warning letter and/or fines of up to \$500 per occurrence.

XXe. No Owner or Occupant may keep and breed pets for commercial purposes.

Violations may result in a warning letter to fines and/or up to \$1000 per occurrence.

XXf. Pets may not be left unattended outdoors or kept unattended outdoors, including balconies, patios and roof terraces.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence.

XXg. Any waste left by pets must be removed from the Common Elements and any stains or damage to floors, carpets and grounds by pets is the responsibility of the Unit Owner and/or Occupant.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence plus the cost of cleaning or replacing the damage.

XXh. 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.

Violations will result in a warning letter and/or fines of up to \$300 per occurrence.

XXi. Pets deemed dangerous may be removed immediately. Pets kept for commercial purposes and pets deemed a nuisance must be removed from the premises upon seven (7) days notice.

Violations will result in a warning letter and/or fines of up to \$50 per day of noncompliance.

XXI. Renovations and Construction

XXIa. Unit Owners must petition the Architectural Control Committee and receive approval for those interior renovations and/or construction that require approval before work begins. Please see Rules and Regulations for Change/Alteration/Modification to Condominium Units to determine if ACC approval is required. The Rules and Regulations for Change/Alteration/Modification to Condominium Units can be obtained at the front desk.

A construction deposit of \$1000 is required prior to all construction activities to protect the Condominium 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.

Unit Owners and contractors must conduct all construction, remodeling and renovation activities within the Unit Owner's Unit. Contractors are prohibited from using all Common Areas for construction (i.e., hallways, common area electrical outlets, etc).

Unit Owners must provide the Property Manager with proof of insurance and the contractor's bond prior to commencement of any construction.

Unit Owners are responsible for the removal and disposal of debris. Construction debris must not be left in the Common Areas, disposed of in the trash chute, nor placed in the community's trash bin.

Unit Owner's doors must remain closed during construction to avoid dust being discharged into Common Areas.

Transportation of construction materials is to be via the service elevators only. Likewise, work crews must use the service elevators. It is recommended that the Unit Owner reserve the service elevator during expected hours of use.

Violations may result in a warning letter and/or up to a \$1000 fine, in addition to any other charges as outlined in these rules.

XXIb. 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 – Friday from 9:00 AM to 5:00 PM.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence.

XXII. Replacing Carpet with Tile or Hardwood Floors

Unit Owners desiring to replace carpet with tile or hardwood floors must obtain the prior consent of the Architectural Control Committee and follow all guidelines in regards to required procedures, forms, and soundproofing. Contact Management for the application and proper documents necessary to obtain approval for this process.

Failure to obtain the consent of the Architectural Control Committee may result in the Unit Owner having to replace the new floors in order to restore the floors to an acceptable level of soundproofing.

XXIV. Rubbish, Trash and Garbage

All rubbish, trash and garbage is to be removed regularly from each Unit and shall not be allowed to accumulate. No trash is to be placed on the Common or Limited Common Elements, temporarily or otherwise. All trash and garbage is to be disposed of in sealed bags into the trash chutes. Trash should not be left on the floor of the trash chute room unless it consists of items that are specifically identified on the placards in each trash chute room as items that should *not* be placed in the trash chute (i.e. newspapers, clothes hangers, large boxes, etc).

Violations may result in a warning letter and/or fines of \$100 per occurrence.

XXV. Signs

No signs, posters, flyers, brochures or other advertising literature will be placed or posted by anyone in or around the Condominium except realtor yard signs of a customary size announcing open houses on the day of the open house and flyers on the community bulletin board. Realtor signs that indicate Units that are "for sale" are prohibited in the commons areas of the Condominium. All realtor key lock boxes are required to be maintained at the front desk and should not be placed on the doors of individual Units.

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

Violations may result in a warning letter and/or fines of up to \$50 per day of noncompliance.

XXVI. Smoking

Smoking in the Common Areas of the Condominium is prohibited, except in the courtyard or other places clearly so marked.

All smoking materials used in the courtyard or other permitted smoking areas, should be disposed of in ashtrays and not thrown on the grass, in flowerbeds, or in an otherwise unsightly manner. State law prohibits smoking in any elevator.

Failure to comply may result in a warning letter and/or fines of up to \$50 per occurrence and/or the applicable penalty provided by law.

XXVII. Unit Keys

Each Unit Owner by acceptance of a deed to the Unit agrees to provide the Association with a key to his/her Unit to be used by the Association for pest control, maintenance, emergency, security, or safety purposes.

Violations may result in a warning letter and/or fines of up to \$10 per day of noncompliance.

XXVIII. 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 in the Limited Common or Common Elements except in designated storage areas.

Violations may result in a warning letter and/or fines of up to \$300 per occurrence to \$50 per day until remedied.

XXIX. Use of Common Elements, Including the Amenities, and Club Room Reservation

XXIXa. The Library is not available for reservation (except for events open to the entire Association) and may not be used for purposes other than those typically expected of a library. Using the library as a daily work space, or allowing children to use it as an indoor playground are examples of purposes for which the library is not intended.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence.

XXIXb. The Conference Room is available for use by the Unit Owners or Residents, but this use must be scheduled through the Property Manager in advance.

Violations may result in a warning letter and/or fines of up to \$50 per occurrence.

XXIXc. The Club Room may be reserved by Unit Owners or Residents between the hours of 9 A.M. and 12:00 A.M. A five hundred dollar (\$500) refundable deposit shall be required prior to approval of the Club Room reservation. The Club Room is available on a first come first serve basis. In order to reserve the Club Room a Unit Owner must fill out a Club Room Reservation Agreement that can be found at the front desk or under the Forms Section of this document. No illegal, obnoxious, or indecent activity shall be tolerated in the Club Room while reserved. The Unit Owner who reserved the room is required to clean the Club Room and return it to the same manner it was in before it was used by the Unit Owner.

Violations may result in the assessment of penalties to the Unit Owner, including but not limited to: loss of deposit, fines for damages, loss of Club Room rental privilege and/or cleaning costs.

XXIXd. Unit Owners, Occupants and/or guests may not store items in, damage, deface, litter or remove any part of the Common Elements. Unit Owners will be responsible for any damages caused by their tenants and/or guests.

Violations may result in a warning letter and/or up to a \$500 fine plus removal, cleaning, repair, replacement, and/or recovery charges.

XXX. Use of Limited Common Elements such as Roof Terraces, Patios, Balconies

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

Violations may result in a warning letter and/or fines of up to \$1000 per occurrence and/or \$100 per day until the violation is remedied.

XXXI. Use of Units for Business Purposes

Unit Owners 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 City of Atlanta 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.

Violations may result in a warning letter and/or fines of up to \$500 per occurrence.



Violation Fine Schedule

Amounts reflect minimum fines and penalties.

Subject to change by judgement of the Mayfair Tower Board of Directors without notice.

| VIOLATION | | | | | | | | | | | | | comments |
|---|------|------|------|-------|-------|-------|-------|---------|---------|---------|--|--|---|
| amount per occurrence / day | | | | | | | | | | | | | |
| Residential Violation | \$25 | \$50 | \$75 | \$100 | \$150 | \$250 | \$500 | Per Occ | Per Day | 10% | | | comments |
| Late Payment of Association Dues | | | | | | | | | | | | | Refer to Collection Policy & Procedures for Further Potential Action |
| Excessive Noise from Unit | 1 | 2 | 3 | 4+ | | | | | | | | | |
| Offensive Odors from Unit | 1 | 2 | 3 | 4+ | | | | | | | | | |
| Improper Storage/Disposal of Trash/Recyc. | | | | | | | | | | \$100 | | | |
| Non-Compliant Use of Unit | | | | | | | | | | \$500 | | | See Standards of Conduct for further details. |
| Storage of Hazardous/Flammable Material | | | | | | | | | | \$100 | | | Immediate Removal |
| Failure to Maintain Unit | | | | | | | | | | \$200 | | | See Standards of Conduct for further details. |
| | | | | | | | | | | | | | |
| Heating of Units in Cold Weather | | | | | | | | | | \$500 | | | Must set T-stat at 65 degrees or higher if temps below 32 degrees or below |
| | | | | | | | | | | | | | Also, Cost to Repair if applicable |
| Abandoned Personal Property | 1 | 2 | 3 | 4+ | | | | | | | | | Removal/Disposal of Property |
| | | | | | | | | | | | | | |
| Leasing Violation | \$25 | \$50 | \$75 | \$100 | \$150 | \$250 | \$500 | Per Occ | Per Day | | | | comments |
| Leasing Violation (owner) non-compliance | | | | | | | | | | | | | \$2000 Max and/or Lease termination |
| Leasing Violation (tenant) violation of rules | | | | | | | | | | | | | Up to Lease Termination |
| | | | | | | | | | | | | | |
| Building Structure / ACC Violation | \$25 | \$50 | \$75 | \$100 | \$150 | \$250 | \$500 | Per Occ | Per Day | | | | comments |
| Unit Alterations / Unauthorized Work | | | | | | | | | | \$1,000 | | | All costs to return/repair / All work stops until approved / Fine is at board & ACC discretion pending details of violations. |
| Non-Compliant Changes Discovered | | | | | | | | | | | | | |
| Damage or Vandalism | | | | | | | | | | \$500 | | | Cost to Repair or Replace / Criminal Charges |
| Door Alterations | | | | | | | | | | \$25 | | | Immediate Return to Original Form |
| Non-compliant Decorations | | | | | | | | | | \$25 | | | Immediate Removal |
| Damage to Other Units | | | | | | | | | | \$500 | | | Cost to Repair |
| Contractor Work After Hours | | | | | | | | | | | | | |
| Non-Compliant Window Treatments | | | | | | | | | | \$100 | | | See Standards of Conduct for details |
| Improper Posting of Signs | | | | | | | | | | | | | |
| Contractor Violation of General Rules/Regs | | | | | | | | | | \$50 | | | Refer to Standards of Conduct for Details |

(cont'd on next page)

| VIOLATION | | | | | | | | | | | | | |
|--|------|------|------|-------|-------|-------|-------|---------|---------|--|--|--|--|
| Club Room/Gym/Pool/Amenity Violation | \$25 | \$50 | \$75 | \$100 | \$150 | \$250 | \$500 | Per Occ | Per Day | comments | | | |
| Smoking (applies to all common areas) | | | | | | | | \$500 | | Exception: Tower Garden | | | |
| Excessive Noise | | 1 | 2 | 3 | 4+ | | | | | Cost to Repair or Replace / Loss of Deposit / Criminal Charges | | | |
| Damage or Vandalism | | | | | | | | \$500 | | Loss of Deposit | | | |
| Use of Amenity Deadline | | | | | | | | | | Loss of Deposit if Applicable | | | |
| Violation of Amenity General Rules/Regs. | | | | 1 | 2 | 3 | 4+ | | | Costs to Clean / Loss of Deposit | | | |
| Failure to Clean-up After Use | | | | 1 | 2 | 3 | 4 | | | Board/Management Discretion May Be Required | | | |
| Inappropriate Behavior | | | | | | | | | | | | | |
| Drop or Slam Weights | | 1 | 2 | 3 | 4 | | | | | Cost to Clean-up / City Fines if Applicable | | | |
| Glass Items on Pool Area | | | | | | | | \$250 | | Cost to Repair or Replace / Criminal Charges | | | |
| Theft of Property | | | | 1 | 2 | 3 | 4+ | | | | | | |
| Misuse or Non-Return of Bellman's Carts | 1 | | | | | | | \$500 | | Cost to Repair or Replace / Criminal Charges | | | |
| Non-Complaint Use | | | | 1 | 2 | 3 | 4+ | | | | | | |

| Lobby/Elevator Violation | | | | | | | | | | | | | |
|--------------------------------------|------|------|------|-------|-------|-------|-------|---------|---------|--|--|--|--|
| | \$25 | \$50 | \$75 | \$100 | \$150 | \$250 | \$500 | Per Occ | Per Day | comments | | | |
| Trash, Dirt, or Pet Waste | | | 1 | 2 | 3 | 4+ | | | | | | | |
| Damage or Vandalism | | | | | | | | \$500 | | Cost to Repair or Replace / Criminal Charges | | | |
| Unauthorized Use of Freight Elevator | | | 1 | 2 | 3 | 4+ | | | | | | | |
| Non-complaint Use | | | 1 | 2 | 3 | 4+ | | | | | | | |

| Balcony/Terrace Violation | | | | | | | | | | | | | |
|--------------------------------|------|------|--|-------|-------|-------|-------|---------|---------|---|--|--|--|
| | \$25 | \$50 | \$75 | \$100 | \$150 | \$250 | \$500 | Per Occ | Per Day | comments | | | |
| Thrown Items to Lower Levels | | | | | | 1 | 2+ | | | Cost of Repairs and Clean-up | | | |
| Non-Compliant Items on Balcony | | | | | | | | \$1,000 | | Immediate Removal / Grilling or the storage of Grills is prohibited | | | |
| | | | or \$100/day until remedied or owner in compliance | | | | | | | | | | |
| Damage or Vandalism | | | | | | | | \$500 | | Cost to Repair or Replace / Criminal Charges | | | |
| Non-Complaint Use | 1 | | 2 | 3 | 4+ | | | | | | | | |

| Pet Violation | | | | | | | | | | | | | |
|---|------|------|------|-------|-------|-------|-------|---------|---------|---|--|--|--|
| | \$25 | \$50 | \$75 | \$100 | \$150 | \$250 | \$500 | Per Occ | Per Day | comments | | | |
| Pet Waste | | | | | | | | \$50 | | Cost of Repairs and Clean-up | | | |
| Endangerment by Pet | | | | | | | | \$300 | | | | | |
| Non-Compliant Transport in Common Areas | | | | | | | | \$50 | | | | | |
| Pet in Amenity Areas | | | | | | | | \$50 | | | | | |
| Non-Compliant Pet Type | | | | | | | | \$500 | | Removal of Pet | | | |
| Commercial Breeding of Pets | | | | | | | | \$1,000 | | | | | |
| Unattended Pets | | | | | | | | \$50 | | Pets may not be unattended outdoors, in common areas, or on balconies | | | |
| Number of Pets Exceeds Policy | | | | | | | | \$50 | | Removal of Pet | | | |
| Pet Damage | | | | | | | | | | Cost to Repair or Replace | | | |

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Guest Violation
Owners/Tenants are responsible for all actions of & by their guests while on-site at Mayfair Tower. All warnings and fines as specified above will be applied to the owners and/or tenants.

Architectural Controls (ACC) Guidelines and Application Process

ACC GOVERNANCE

Under Article 13 of the Mayfair Tower's *Declaration of Condominium*, the ACC governs any proposed modifications to:

- Building Exterior, including façade, fenestration, roofs, painting and landscaping
- Common Elements, meaning all portions of the building not inside the Units
- Limited Common Elements meaning those Common Elements assigned to use by specific Units
- Individual Units involving any installation or connection to the structural, mechanical, electrical or fire protection systems of the building

More specific definition of these areas can be found in the *Declaration* under Articles 2, 5 and 6.

All such modifications must first be approved by the ACC, through a standard application process.

ACC CONCERNS

It is not the intention of the ACC to inhibit any Unit owner from renovating, remodeling or rearranging their property to their own satisfaction. It is only in the modifications which could directly affect the building or impact the residents that the ACC has any concern. The most common cases of this are in the areas of installation of wood or ceramic tile flooring and/or the removal or installation of plumbing fixtures. For the ACC, the principal concern for hard-surfaced flooring is the composition and quality of the sound transmission abatement of the system proposed. The only limitation here is that the flooring system must meet the specific standards established in the *Declaration* and as further defined by the Board of Directors. As for the plumbing, great care must be taken in locating and identifying the correct piping and lines for tap-in and limiting the disruption or shut off of systems in use. Any modification to the fire protection system (sprinklers) must be approved and installed by a properly licensed professional. No new penetrations of the structural slab (core drilling) are permissible unless exception is granted by the ACC under strict controls.

ACC EXEMPTIONS

Most of the simpler remodeling tasks usually undertaken do not require ACC approval to proceed. Examples of such typical items of renovation include, but are not necessarily limited to:

- Interior painting and refinishing
- Replacement of existing carpeting with new carpet
- Removal of non-structural partitions and ceilings
- Replacement of existing plumbing and electrical fixtures *in situ* (in place)
- Removal/replacement of interior doors, casework and cabinetry

Although ACC approval is not required for such work, if the work is contracted out, strict adherence to the Rules and Regulations of the Board regarding access, working hours, debris disposal and rules of conduct is required. These rules are administered by the Property Manager's office, but the unit owner is exclusively responsible for compliance of all activity associated with the work. If you have any question as to whether your proposed work will require ACC review, contact any ACC member with a description of your intended project. The application forms for approval of any proposed work are included in this package. While the ACC or Property Manager is glad to respond to any such questions or

inquiries for guidance, only written approval from the ACC is a basis to proceed with any work requiring ACC action.

ADVISORY

The ACC suggests due diligence by owners in the selection of materials and finishes for their unit. Environmental considerations should be given to such factors as VOC's (volatile organic compounds), off-gassing, toxicity, etc. in the choices made for fabrics, paint, carpet and underlayment as well as pre-finished furnishing and fixtures. Additionally, all owners are encouraged to consider sustainability in their material choices and "going green" wherever possible.

It is our hope that owners making modifications to their units, whether ACC approval is required or not, will consider quality products and installations in their cost considerations to reflect the overall quality of the Mayfair Tower for consistency in maintaining the excellent quality of life we have here.

APPLICATION

The Application Manual, which can be found in the Forms section of this handbook, comprises two interrelated and interdependent parts. Part 1 contains instructions, guidelines, rules and procedures for the Unit Owner and Contractor and is intended to be retained by those parties for reference and guidance. Part 2 is the formal Application describing the scope and nature of the proposed work and is the submittal document for requesting acceptance and approval by the Architectural Control Committee of the Mayfair Tower Condominium Association for modifications and/or renovations, when required. Upon approval of the Application, Part 2 is returned under ACC cover letter to the Owner, through the Property Manager, with appropriate signatures and any exceptions noted, along with the Property Manager's sign off. The total of the two parts comprises ACC approval and authorization to proceed.

None of the rules, regulations, guidelines or requirements contained in the manual is intended to replace or supersede any applicable codes, ordinances or requirements of any regulatory agency having legal jurisdiction. Written approval of the ACC, while required under the Declaration of Condominium documents for certain types of work, is not a substitute for nor waiver of any license or permit legally required.

ACC RULES AND REGULATIONS FOR CHANGE/ALTERATION/MODIFICATION TO CONDOMINIUM UNITS

The rules and regulations set forth below are in addition to and an amplification of the requirements and restrictions under the Mayfair Tower Condominium Documents, Section 2 Declaration and Bylaws; and, particularly Paragraph 13 Architectural Controls and Paragraph 14 Use Restrictions, and are not intended as a replacement thereof.

RESPONSIBILITIES OF THE UNIT OWNER

- The Owner of the Unit (or duly authorized agent) is responsible for obtaining Architectural Control Committee (ACC) approval, in writing, prior to initiating any proposed change, alteration, modification or addition requiring such approval. ACC approval is to be requested by application submittal to the ACC, through the Property Manager, pursuant to the Construction Application Tracking Sheet. The application must be transmitted with a cover letter from the Unit's Owner(s) of Record, indicating the Owner's actual address (if other than the Unit), contact telephone number and the date of submittal of the application. The ACC is allowed up to 45 days to act on the application (although every reasonable effort will be made to minimize the review period under normal circumstances). Therefore, submittal must be made sufficiently in

advance of the anticipated start date of construction to allow for such action. *No work shall proceed without written ACC approval of the application.*

- ACC approval is **mandatory** for modifications that affect any Common Elements (e.g. pipes, chases, conduits, structure, and exterior walls) or Limited Common Elements (balconies, patios, foyers, etc. Generally, ACC approval is not necessary for such work as:
 - Replacement of existing carpet with new carpeting and pad
 - Replacement of existing floor and/or wall tile in bathrooms and kitchen with new tile
 - Painting of existing interior walls and ceiling of the Unit
 - Removal of popcorn ceilings
 - Addition or replacement of wall moldings (base, chair rail, cornice or crown molding)
 - Installation of wall shelving
 - Replacement of existing appliances
 - Installation of lighting fixtures
- The Bylaws permit only the Unit Owner to apply for ACC approval. In the event a Resident of the Unit who is not the Owner of record desires to make modifications requiring ACC approval, the Unit Owner must make the application.
- Changes which involve the combining of adjacent units or the subdivision of existing units into separate units require the approval of the Board of Directors prior to application to the ACC for such work.
- The Owner is responsible for the activities and conduct of vendors, installers and contractors engaged to perform any and all work within a Unit, whether or not such work requires ACC approval. The Owner is to assure that all such persons are made familiar with the Rules of Conduct detailed herein below.
- Access and entry to the Unit by the Contractor is the responsibility of the Owner/Resident. If desired, a key release can be authorized with the Concierge, but such keys must be checked out and returned daily by the Contractor.
- The Owner is responsible for placement of and use of protective measures for the carpet and walls in the common areas between the Unit and the Freight Elevator. Carpet runners are available from the Building Engineer for protecting the carpet from heavy duty use; such as, demolition refuse removal; moving of equipment, appliances, furniture and the like, or for light duty use; such as normal foot traffic and routine cartage. The Owner shall ensure that any contractor, vendor or installer performing work in the Unit obtains and places the appropriate runners prior to beginning work each day and returns same immediately upon completion of the work.
- Notification from the Owner is required upon completion of the construction along with a request for a post construction walk-through by the Property Manager and/or Building Engineer. Such walk-through is a condition of the refunding of any deposit amounts due for return to the Owner.

RULES OF CONDUCT FOR CONTRACTORS, VENDORS AND/OR INSTALLERS

- All contractors, subcontractors and trades shall be properly licensed in their respective work. All permits shall be the responsibility of the Contractor and obtained prior to performing such work.
- The Contractor/installer/vendor shall maintain a drug and alcohol free work environment while on the premises of the Mayfair Tower and associated properties.
- All personnel under the direct responsibility of the entity contracting with the Owner, including without limitation, subcontractors, vendors, installers, trades and workers, shall conduct themselves in a civil and professional manner while on the premises of the Mayfair Tower. Report of any obstructive, nuisance or objectionable behavior of any such personnel shall be deemed grounds for eviction of the individuals and/or the Contractor from the premises.
- All construction personnel shall wear shirts and long pants of appropriate attire while on the Building grounds.
- An authorized representative of the Contractor must register daily with the Mayfair Tower Concierge, prior to initiating any activity on the premises. Any key release by the Concierge on behalf of the Owner/Resident must be requested daily and returned daily.
- Work on the premises is restricted to 9:00 AM until 5:00 PM, Monday through Friday only. A grace period of 1 hour may be allowed with prior approval of the Property Manager. Any work on weekends is strictly forbidden.
- Activities of the Contractor's personnel, including ingress and egress, are to be limited to the areas of the Loading Dock, Freight Elevator, Trash Room and Hallway to the Unit. Such areas are to be maintained in a clean and orderly manner at all times that such areas are in use by the Contractor. Access to any other areas on the property must be requested from and approved by the Property Manager.
- The Contractor shall not perform any construction activities or store any materials or equipment in the Common Areas of the Building.
- The Contractor shall obtain from the Building Engineer the appropriate runners for carpet protection for placement between the Unit and the Freight Elevator prior to initiating any work and shall return same upon completion.
- No use of or access to the Mayfair Tower Condominium Association's amenities; including, but not limited to, telephones, computers, copiers or other office equipment, will be allowed.
- Construction personnel shall park only in areas designated by the Property Manager, Building Engineer or the Concierge and will be subject to towing if parked in an unauthorized area, location or space. Temporary parking tags must be obtained from the Concierge and displayed in the vehicle to prevent towing.
- Use of the Freight Elevator must be reserved in advance with the Concierge. Use of the Trash Room, Trash Chute, Loading Dock or Dumpster for the disposal of scraps, waste, debris, refuse, discarded appliances/fixtures/equipment or any other items of disuse resulting from the activities of the Contractor is expressly forbidden. All such materials are to be removed from the premises and disposed of by the Contractor. Failure to do so may result in fines against the Owner or other penalties, including expulsion of the Contractor.
- Smoking on the premises outside of the Unit, including balconies and terraces is strictly forbidden.
- The Contractor shall have and maintain insurance coverage for General Liability in the amount of \$1,000,000 and statutory Workers Compensation while performing any work on the premises. Proof of coverage in a certificate naming the Mayfair Tower Condominium Association as insured is required prior to initiating any work.

- Non-compliance with the above rules and regulations or failure to cooperate with Building Management will result in the barring of the Contractor/subcontractor/vendor/installer from any current or future activities on the premises.

Contractor's acknowledgement and acceptance of these Rules and Regulations is to be indicated on the signatory form of the Application.

ACC STANDARDS AND GUIDELINES FOR CHANGE/ALTERATION/MODIFICATION TO CONDOMINIUM UNITS BUILDING EXTERIOR, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Any revisions affecting the building or grounds outside of a unit are discouraged. If necessary and allowable, such change requires ACC approval. Allowance for any change or addition to the exterior of any Unit is extremely limited. Only special circumstances or compelling reasons will be considered by the Architectural Control Committee and are to adhere strictly to the provisions of the Declaration and Bylaws. Standards for approval of any such change or addition to the building exterior or encroachment onto the Common Elements or Limited Common Elements require that such alterations be fully within the architectural style and character of the building and grounds and are to be harmonious with the aesthetics of the Mayfair Tower. Particular scrutiny will be given to proposals for erection, placement or posting of any object, sign, antenna, light, or other appurtenance on the exterior or roof, in any windows, or on any Common or Limited Common Elements, including window or door replacement or modification. Exception is provided for interior window treatments, which shall be visibly white or off-white in color from the exterior of the Unit. Satellite reception antennas and broadcast or transmission antennas are expressly prohibited from the balconies, patios or roof by these ACC standards.

UNIT INTERIOR

The Declaration and Bylaws, and thus as ACC Standards, expressly prohibit the following alterations to any unit.

- Modification of any structural or load bearing portions of a Unit
 - This includes any major penetrations or core drilling of concrete slabs and walls
- Alteration, relocation or new connection to any plumbing, electrical, ductwork, or fire protection to access any utility services common to the building or servicing other units without ACC approval
- Sixty (60)% or more of the floor area of a Unit is to be carpeted unless alternate flooring is sound proofed to the equivalent of carpeting

HARD SURFACE FLOORING STANDARDS

Given that determination of data for sound abatement qualities of carpet and padding in a Unit would be arguable and any industry statistics are variable, the ACC has established fixed criteria for the qualities of any replacement flooring, whether such existing flooring is carpet, wood, tile or other. Unit owners intending to replace any flooring with hard surface materials, including hardwood flooring, engineered wood flooring, laminate flooring, vinyl flooring, tile flooring or bare concrete, must meet the sound transmission limitation standards with the combination of flooring and sound insulation underlayment for a 6" concrete slab as established by the ACC below. The standards are set for ratings for Sound Transmission Class (STC) for ambient sound abatement and Impact Insulation Class (IIC) for sounds generated by contact with the flooring. The larger the number rating is, the better the sound attenuation performance. The numbers are derived from testing in accordance with ASTM test procedures and standards.

SOUND TRANSMISSION CLASS:

- STC rating equal to or greater than 65 is required for hard surface flooring installation in Units above any Unit where a suspended ceiling is in place. Subsequent removal of any suspended ceiling by any Unit below will be at the risk of that Unit owner or occupant.
- STC rating equal to or greater than 65 will be necessary for any hard surface flooring in Units above any Unit with no suspended ceiling at the time of the flooring installation.

IMPACT INSULATION CLASS:

- IIC rating equal to or greater than 60 is required for flooring installation in Units above any Unit which has a suspended ceiling in place. Subsequent removal of any suspended ceiling by any Unit below will be at the risk of that Unit owner or occupant.
- IIC rating equal to or greater than 65 will be necessary for any flooring in Units above any Unit with no suspended ceiling at the time of the flooring installation.
- Materials data sheets attesting to the above ratings values for the composite of the proposed flooring with underlayment, the slab at 6" thickness and suspended ceiling below (if any) are required for submittal with any ACC application for approval of flooring installation.

FLOORING INSTALLATION:

- An ACC approval is required for any flooring installation, other than replacement of carpet, whether such flooring is a replacement of same or similar to existing flooring or is a complete change of flooring type and material.

The ACC advises that "glued down" is preferred over "floating" installations for wood flooring. If any Unit Owner believes that circumstances require "floating" floor installation, a description of the circumstances and supporting documentation will be necessary for consideration by the ACC. Regardless of the methods, all flooring placement shall strictly adhere to manufacturer's specifications and industry guidelines for installation. Particular attention should be given to perimeter isolation barriers at the juncture of the flooring and walls.

VIOLATIONS AND ENFORCEMENT OF ACC STANDARDS AND PROCEDURES

Any construction, alteration, or other work done in violation of the provisions of Paragraph 13 of the Declaration of Condominium shall be deemed nonconforming work by the ACC and subject to the actions below, whether such work was previously installed by prior owners or installed by the current owner without approval.

- Failure to obtain ACC approval prior to initiating any work requiring such approval:
- A Upon written notice from the ACC, all work shall be halted and the contractor disallowed access until an ACC application is submitted and approved.
- Installation of nonconforming work shall be removed and restored to original condition within a time limit to be stipulated by the ACC. Failure of the owner to timely remove such nonconforming work after due notice will be assessed an initial fine of \$1,000. Continued delay will result in fines of \$100 per day until resolution. Inaction by the owner may result in the

Association entering the unit to restore it to compliant condition with such cost borne by the owner.

- Failure to respond to notice of possible pre-existing noncompliant conditions will result in the Association entering

Homeowner's Insurance

Homeowners insurance is required for all homeowners per the Declaration for Condominium. If you have not already obtained a homeowner policy for your condominium (HO6 policy), please contact your insurance carrier to inquire about obtaining one as soon as possible. Failure to do obtain this policy may result in fines.

This requirement to carry condominium insurance will protect you, your neighbors and the Mayfair Tower Condominium Association in the event that there is damage to portions of our building, including individual condominium units, not required to be covered by Mayfair Tower's master insurance policy as specified in the Declaration for condominium.

MASTER VS. PERSONAL POLICY

The Master policy for your Association is written to provide very broad coverage on the structure itself. The insurance provided covers the entire structure excluding additions and improvements performed subsequent to the original construction as required by the documents for the Association, which become a permanent part of the building. Examples would be wall covering, upgraded wall to wall carpeting, upgraded hardwood flooring, built in cabinets, etc. You should discuss with your insurance agent providing your personal insurance policy on your unit to make certain it is correctly written to correspond to current policy deductibles and coverage as well as improvements and betterments that have been made to your unit.

The master policy also includes general liability for the common areas as required by the condominium documents. The master policy does not, however, cover loss of use, inconvenience, loss of potential earnings, loss of personal property, or expenses associated with property restoration, such as furniture storage and alternate room and board. These types of damages could be covered by an individual's insurance policy.

The presence of a master insurance policy is one of the many benefits of residing in a condominium, and insurance companies offer specific policies to condo owners with coverages specific to a condominium

Mayfair Tower owners who currently lease their unit to a tenant should inform their insurance carrier of their leasing agreement. It is also strongly recommended that you require your tenants to carry renters insurance as well.

Please be sure to provide Mayfair Tower Management with the declarations page of your Homeowner's Policy evidencing that insurance coverage is in place on your property.

Guest/Visitor Procedures

- Front desk Check in - All unaccompanied guests must check in at the front desk and be announced. Entry into the private residential sections of the building will not be permitted until proper authorization has been granted.

- Key Releases - If you wish to give your guests access to the building and to your unit in our absence, you must submit a key release in writing or via email to the concierge or management. No guest or contractor will be granted access or provided with a key to any unit in the absence of a resident without a key release being submitted. NO EXCEPTIONS. All guests and contractors must surrender their driver's license or ID in exchange for an access card and/or key to the unit.
- As a Mayfair Tower owner/resident, you are responsible for the actions of your guests/visitors at all times while they are within the community.

Parking Policy & Procedures

Being in the heart of the City of Atlanta, Parking (especially visitor parking) can be scarce. At Mayfair Tower, we are happy to be able to provide you and your guests with 3 areas for visitor parking.

- **All guest parking spaces are FIRST COME, FIRST SERVE.**
- **All residents and guests must check in with the concierge and receive a parking permit.**
- **Parking Permits must be displayed at all times.**
- **Failure to display the permit will result in the vehicle being towed at the owner's expense.**
- **Any unauthorized use of these spaces will result in the vehicle being towed at the owner's expense.**

The following is a description and location of each of the guest parking areas. Please adhere to the all prescribed guidelines when parking in any of these areas.

1. Alley Parking:

Alley parking is located behind the building and across from the loading dock. There are 7 spaces total and are primarily used for staff and contractors. However, they may also be used for residents and guests after hours (after 6pm) and on the weekends. Residents and guests may use these spaces from 6pm to 7am, Monday thru Thursday, and from 6pm on Friday until 7am the following Monday. Parking permits must be displayed at all times.

2. P4 Parking:

There are several spaces located on the P4 or top floor parking level. These spaces are available from 7pm-7am ONLY. These spaces belong to Mayfair Royal Office tenants, but are reserved for Mayfair Tower's use after office hours between the times previously listed. These spaces may also be used on the weekends starting on Friday at 6pm until Monday at 7am. There are signs indicating that these are reserved spaces. Parking Permits must be displayed at all times.

3. Lower Deck Parking:

There are 7 spaces located on 2 of the lower levels (P1 and P2) of the parking deck. These spaces are available for use 24 hours a day. Parking Permits must be displayed at all times

See the Concierge on Duty or Management for an updated list of available parking spaces.

Frequently Asked Questions about Guest Parking

1. How strict is the 7pm-7am rule that applies to the Mayfair Tower owned spaces?

VERY STRICT. These spaces MUST be clear and available for employees of the businesses in the Mayfair Tower by 7am. No Exceptions! All vehicles that remain after 7am will be towed at the owner's expense. Multiple violations of this rule could result in the Tower losing parking privileges in these spaces.

2. What do I do if there is a vehicle already parked in the space assigned to me by the concierge?

Immediately notify the concierge. If there has been a mix-up in space assignments, we will assign an alternate space for you if available. If the vehicle in the space is not authorized to be parked there, it will be towed at the owner's expense.

3. Can I reserve a guest space in advance?

No. All guest spaces are first come, first serve.

4. Where can my guests park if there are no available guest parking spaces?

We recommend parking in the parking deck at the W Hotel and Colony Square Parking Deck across 14th Street or the deck beside the 14th Street Playhouse on Juniper.

Leasing Process & Policy

Please refer to the Community Standards of Conduct Section of this handbook, page 26 . Relevant forms are located in the Forms section of this handbook.

Reserving the Service Elevator

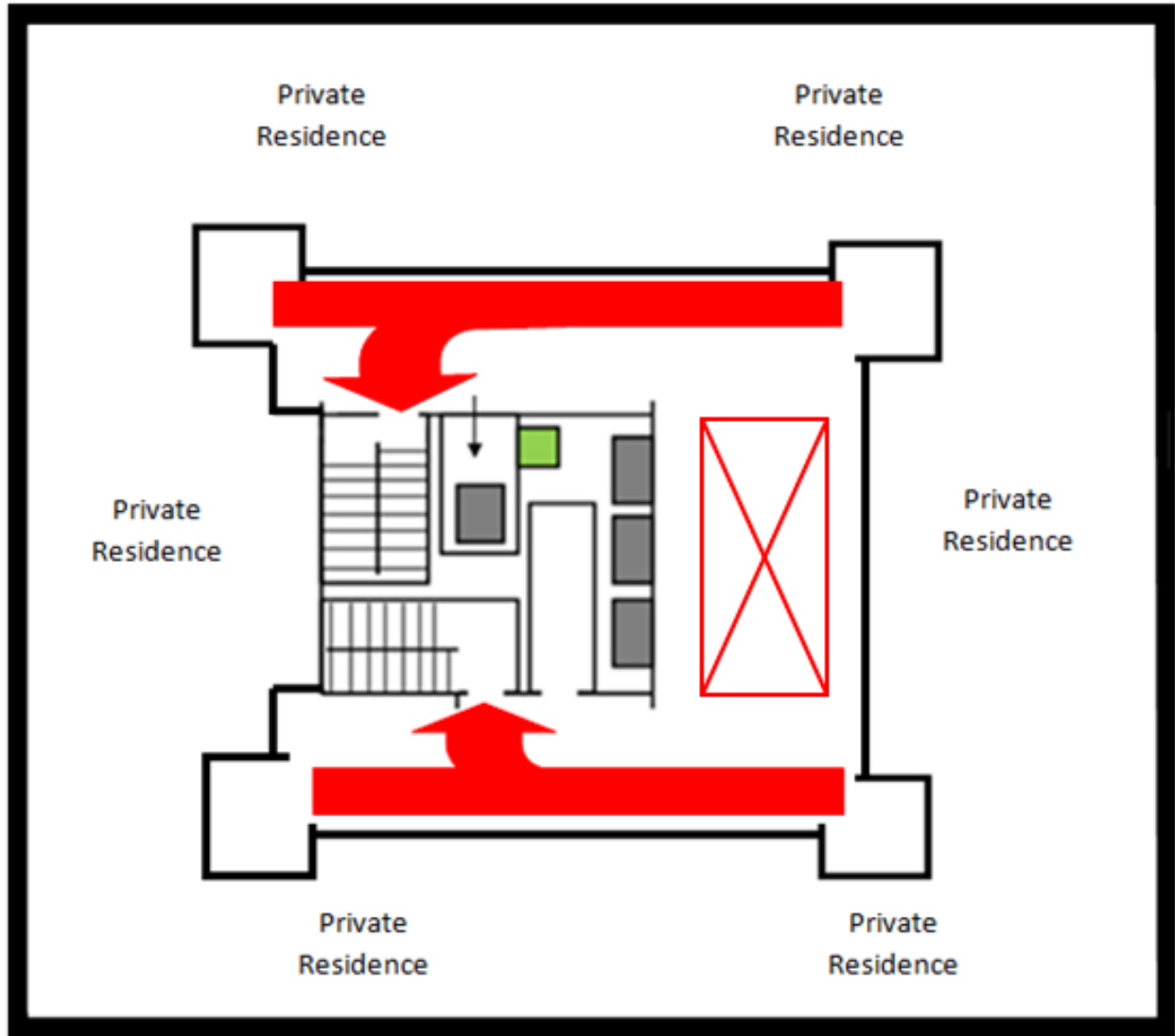
In order to reserve the service elevator for exclusive use (i.e. for moves, deliveries, contractors, etc) you must contact the concierge at 404-888-0823 or Concierge@MayfairTower.com to make and confirm your reservation. Reservations are only allowed Monday – Saturday from 9am – 5pm. Reserving the service elevator also reserves space in the loading dock for your movers, contractors, and delivery vehicles.

Emergency Procedures & Evacuation Plan

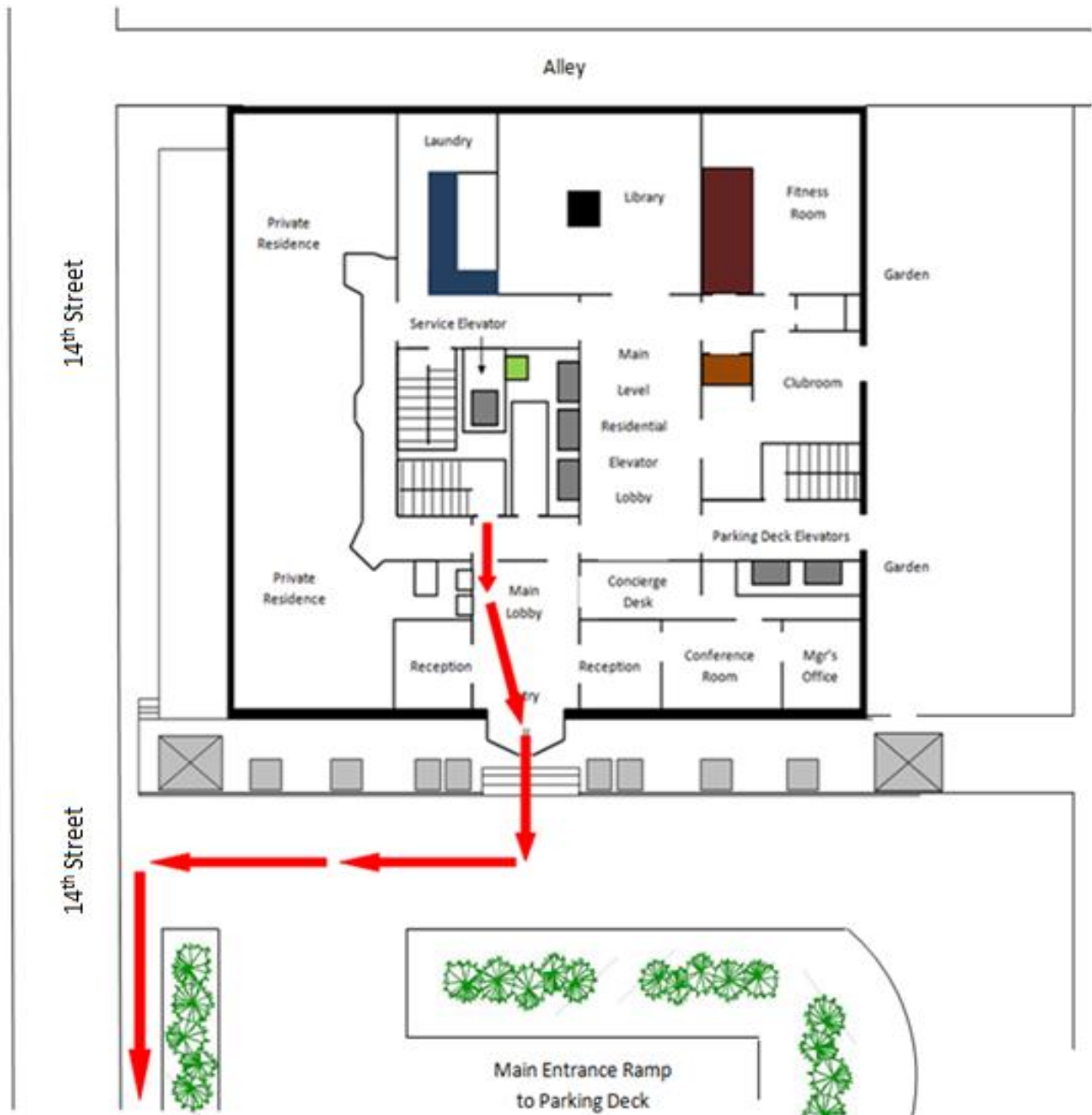
In the event of a fire or other emergency situation that requires evacuation from the building, residents should exit the building using the emergency evacuation route (emergency stairwells) closest to their unit. **Do not attempt to use the elevators** as this may place you at great risk. After exiting the building, residents should continue to move away from the building as quickly and as calmly as possible being cautious of emergency vehicles and personnel that are on scene as they exit.

Any residents that might require assistance when exiting the building in an emergency should notify the Concierge and Management so that your information can be passed on to emergency personnel during an actual emergency. It is also recommended that you also notify your neighbors as well.

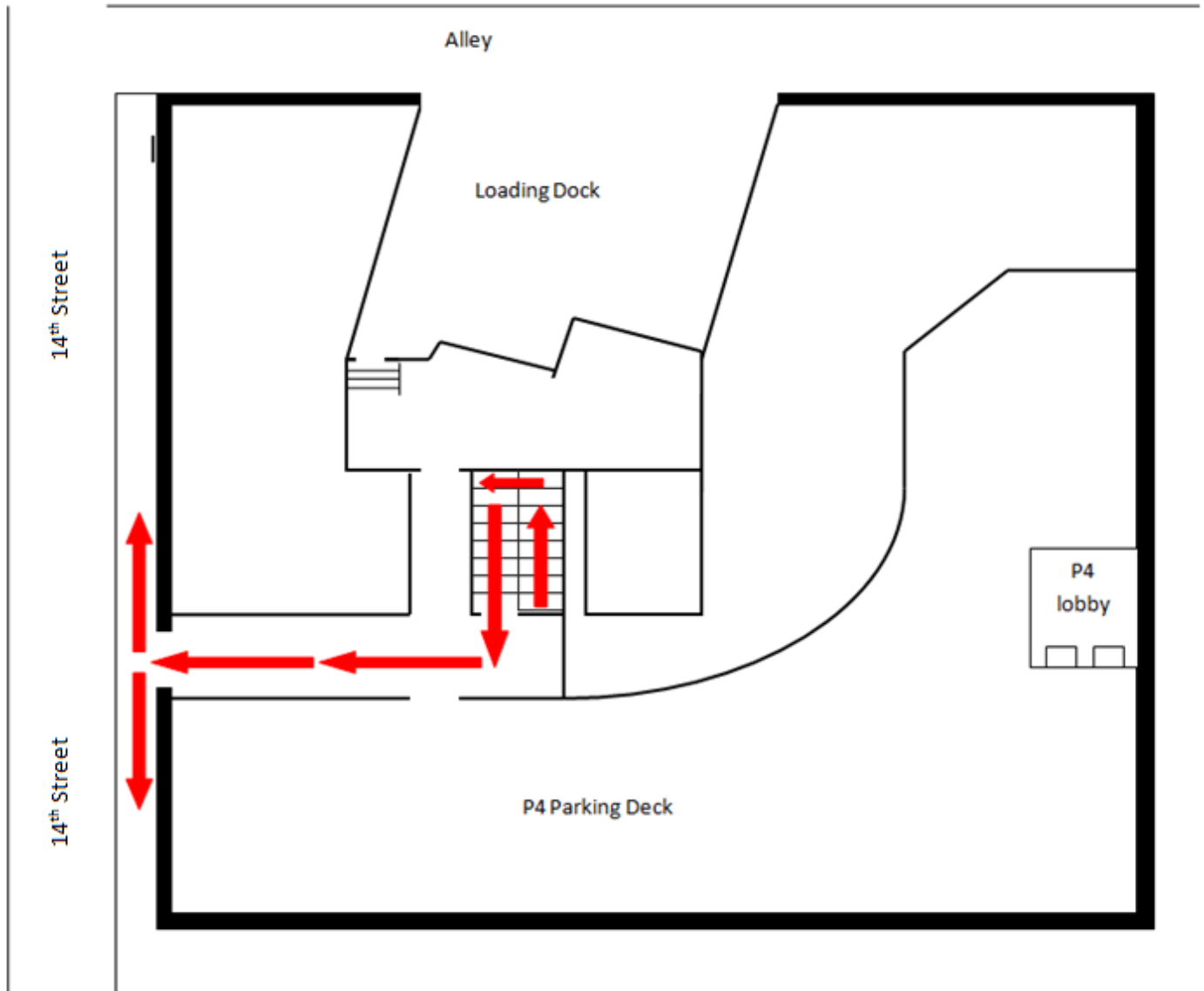
Emergency Evacuation Route – Residential Floor



Emergency Evacuation Route West Stairwell Exit on Main Level



**Emergency Evacuation Route
East Stairwell
Exit on Basement Level**



Severe Weather Emergency

In the event of severe weather (i.e. severe thunderstorms w/high winds/ hail, tornadoes) stay away from windows and exterior doors. If necessary, move into the corridors or stairwells. In the event of an actual Tornado you may also want to take the stairwells down to the lowest floor possible.

REMEMBER...once inside the stairwells, there is no re-entry to the corridor. You can only exit by taking the stairs down to the main level or basement level.

FORMS

- Resident Profile and Contact Information
- ACH Debit Form
- OnePoint Account Service Set-up
- Bicycle Registration
- Pet Registration Form
- Leasing Addendum
- Landlord Certification of Tenant Qualification and Application Process
- Clubroom Rental Agreement
- ACC Application Form must be requested from Management

(forms begin on the following pages)



RESIDENT PROFILE AND CONTACT INFORMATION

Unit Number: _____ Owner: _____ Tenant: _____

Name(s): _____

Home Address: *(If other than Mayfair Tower)*

Mailing Address: *(If different from above)*

Home Telephone: _____ Mobile: _____
Work: _____ Email Address: _____

EMERGENCY CONTACT INFORMATION

Emergency Contact Name: _____

Telephone Number: _____ Alternate Tel: _____

AUTOMOBILE INFORMATION

Parking Space Number(s): _____

Vehicle Color/Make/Model: _____ Tag Number: _____

Vehicle Color/Make/Model: _____ Tag Number: _____

PETS

Type & Breed of Pet: _____ Weight: _____
Type & Breed of Pet: _____ Weight: _____



**ACH (Automated Clearing House) Debit
Authorization Form**

I hereby authorize HomeOwners Advantage, LLC to debit charges from my bank account indicated below. I acknowledge that the origination of the ACH transactions from my account must comply with the provisions of U.S. law. HomeOwners Advantage, LLC may only initiate debits from my account for condo association dues, service charges, and late fees, on the 5th day of the month. If the 5th falls on a weekend or bank holiday, the transaction will be initiated on the preceding business day. I have attached a copy of a voided check for account setup.

Financial Institution Name

City

State

Routing Number

Account Number

The diagram shows a check from John Doe, Jane Doe, 1234 Some St., Somewhere, SD 12345. The check is marked "VOID". The routing number 123456789 is circled and labeled "Routing Number". The account number 1234567890 is circled and labeled "Account Number". The check number 1234 is circled and labeled "Check Number".

This authorization is to remain in full force and effect until HomeOwners Advantage, LLC has received written notification from me of its termination in such time and in such manner as to afford HomeOwners Advantage, LLC and the financial institution a reasonable opportunity to act on it.

Mayfair Tower
Association

Owner Name

Unit Number

Signature

Date



Water Service Account Set-up

Unit # _____

Owners Name(s):

Tenant's Name(s):

Move-in Date: _____

Name(s) that should appear on the account for billing puposes:

Bill to Address:

MAYFAIR TOWER CONDOMINIUM ASSOCIATION
Bicycle Registration Form

- Required for all bicycles kept or stored on Mayfair Tower Property
- Each bike owner must complete a separate registration for each bicycle.

Unit Owner /Occupant Information

Unit # _____ Name _____

Owner ☐ Occupant ☐

Home Phone (____) _____ - _____ Alternate Phone (____) _____ - _____

Email Address: _____

Bicycle Information

DECAL # _____

Brand _____ Model _____

Color _____ Other Distinguishing Feature(s) _____

Bicycle owners agree to comply fully and completely with all bicycle policies on the following page.
These policies may change from time to time at the discretion of the Board of Directors. All such
changes would be publicized.

MAYFAIR TOWER CONDOMINIUM ASSOCIATION
Bicycle Policy

- Bicycles stored or kept in the parking garage must be registered with Property Management.
- Management will maintain a log / record of owner's identity, unit number, bicycle
- Registration stickers must be placed on the bicycles and clearly visible. (preferably near the top front of the bicycle)
- Bicycles should be stored in bike racks provided by management and in some cases may share the parking space with the owner's car as long as doing so does not hinder or impede access to and from another owner's space/vehicle that is adjacent to their own.
- Bicycles should be secured using appropriate chains and locks
- Bicycles should be maintained with tires inflated, in working condition, and in keeping with the standards of the property (i.e., regularly cleaned and relatively free of damage).

- In the event Management has a need to contact the owner for violation, the owner will be given a written warning with a ten (10) day response period.
- Given no response, a second written notice will be sent notifying the owner that a fine has been assessed for the specific violation.
- Random audits of the bike racks will be performed. All audits will be announced.
- Bicycles found with no identifying decal from Mayfair Tower Management may be considered abandoned on common property, removed by property management and stored for a period of no more than thirty (30) days. At the end of the thirty days, if the bicycle remains unclaimed, it will be disposed by a method deemed appropriate by the Mayfair Tower Board of Directors and Management. (i.e., donated to Charity)
- Mayfair Tower Condominium Association, Inc. and its agents accept and maintain no responsibility or liability for theft, damage, or accidents to an owner's bicycle.
- All risk and liability remains solely with the bicycle owner, who should maintain adequate insurance coverage for such potential occurrences.

By signing below, I agree to said terms and conditions.

Signature: _____

Date: ____/____/____

For Office Use Only:

Authorized & Verified by _____

Date ____/____/____

MAYFAIR TOWER CONDOMINIUM ASSOCIATION
Pet Registration Form

Unit Owner /Occupant Information

Unit # _____

Name _____

Owner ☐ Occupant ☐

Home Phone (_____) _____-_____ Alt. Phone (_____) _____-_____

Email Address:

Pet Information

Name _____

Type of Pet _____

Breed _____ Weight _____

Color _____

Description (Distinguishing Features)

Pet owners agree to comply fully and completely with all pet restrictions and rules on the following page. These restrictions and rules may change from time to time at the discretion of the Board of Directors.

By signing below, I agree to said terms and conditions.

Signature:

Date: ____/____/____

Pet Rules and Policies

- Pet ownership is limited to one (1) dog, cat, or bird, or other generally recognized household pets such as fish and hamsters, not exceeding twenty (20) pounds, and must be registered with the Association prior to or upon move-in.
- Pets must be carried when transported anywhere through the Common Elements. The Common Elements include, but are not limited to, passenger elevators, hallways, all lobby spaces on the first floor, and all flowerbeds and grassy areas surrounding the exterior of the building that are maintained by using Association funds. The freight elevator and loading dock are exceptions to this rule.
- Pets are not allowed in any of the Amenity Areas even if carried. Amenity Areas include, but are not limited to, the library, the clubroom, the courtyard, the laundry room and exercise room.
- No potbellied pigs, pit bulldogs, or other animals (such as snakes) as determined by the Board to be potentially hazardous may be brought onto or kept on the premises.
- No Owner or Occupant may keep and breed pets for commercial purposes.
- Pets may not be left unattended outdoors or kept unattended outdoors, including balconies, patios and roof terraces.
- Any waste left by pets must be removed from the Common Elements and any stains or damage to floors, carpets and grounds by pets is the responsibility of the Unit Owner and/or Occupant.
- 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.
- Pets deemed dangerous may be removed immediately. Pets kept for commercial purposes and pets deemed a nuisance must be removed from the premises upon seven (7) days notice.
- For all association fines for the above policies, please refer to the Mayfair Tower Fine Schedule in the Resident handbook and in the BuildingLink Library

MAYFAIR TOWER CONDOMINIUM ASSOCIATION, INC.
ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement (the "Addendum") is made and entered into on this ____ day of _____, 20__ by and between _____ (hereinafter, "Owner") and _____ (hereinafter referred to as "Lessee").

W I T N E S S E T H

WHEREAS, Owner and Lessee are parties to a Lease Agreement dated of even date herewith (the "Lease") respecting Unit _____ in Mayfair Tower, a Condominium (hereinafter, the "Unit"); and

WHEREAS, said parties desire to enter into and execute this Addendum to the Lease;

NOW, THEREFORE, for and in consideration of the premises and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. This Addendum is hereby added to and made a part of the Lease.
2. Owner has provided Lessee with true and correct copies of each of the following documents (hereinafter, the "Governing Documents"):
 - a. Declaration of Condominium for Mayfair Tower, a Condominium and all amendments thereto;
 - b. Bylaws of Mayfair Tower Condominium Association, Inc. and all amendments thereto; and
 - c. Community Standards of Conduct and Rules for Mayfair Tower, a Condominium and all amendments thereto.

Lessee hereby acknowledges receipt of the foregoing Governing Documents. Lessee agrees to comply with all provisions of the Governing Documents and agrees to cause all Occupants and guests of the Unit to comply with all provisions of the Governing Documents. The Lessee shall be responsible for all violations of the Governing Documents by Lessee and by all Occupants and guests of the Unit and shall be subject to fines and other sanctions for such violations as provided in the Governing Documents. Notwithstanding the foregoing, Owner acknowledges that Owner is ultimately responsible for assuring that Lessee and all Occupants and guests of the Unit comply with the Governing Documents and shall be responsible for all violations by Lessee and such Occupants and guests, notwithstanding the fact that Lessee and such Occupants are also fully liable for and may be sanctioned for any such violations. Unpaid fines constitute a lien against the Unit.

3. Any violation of the Governing Documents by Lessee or any Occupant or guest of the Unit shall constitute a default under the Lease and shall authorize Owner to terminate the Lease without liability and to evict the Lessee in accordance with Georgia law.

4. Lessee agrees to be personally obligated for the payment of all fines and other charges which become due as a consequence of Lessee's activities, including, but not limited to, activities which violate provisions of the Governing Documents. This provision shall not be construed to release the Owner from any obligation, including the obligation for assessments or any other charges assessed against the Lessee for which the Owner would otherwise be responsible.

5. If Owner fails to pay to the Association any annual or special assessment or other charge owed to the Association for a period of more than thirty (30) days after it is due and payable, Lessee shall, upon request by the Board of Directors of the Association, 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; provided, however, that Lessee need not make 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 Owner. 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 Section 10 of the Declaration as if Lessee were the Owner. This provision shall not be construed to release Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

6. Lessee warrants and represents that Lessee has not been previously evicted from any Unit in the Condominium. Owner and Lessee acknowledge and agree that if this representation is determined to be untrue, the Lease shall be null and void.

7. Owner and Lessee acknowledge that Owner is required to provide the Association, prior to the effective date of the Lease, a written notice certifying that (i) a credit report on Lessee has been obtained by Owner from a nationally recognized credit reporting agency; (ii) Owner has contacted at least three (3) references provided by Lessee and identified in the notice; and (iii) based on the credit report and Owner's conversations with such references, Owner is satisfied as to the character and creditworthiness of Lessee.

8. Owner and Lessee acknowledge that all leases must be submitted to and approved by the Association prior to their effective date and that any leases not so approved are voidable at the option of the Association.

9. Owner and Lessee acknowledge that a Two Hundred and No/100 Dollars (\$200.00) Move-In Fee shall be assessed against the Owner and the Unit when the Lessee moves into the Unit, to cover costs incurred by the Association in accommodating the move-in and in changing Association records and security codes to reflect the change in occupancy.

10. Lessee may not sublease the Unit or assign the Lease without the prior written consent of the Association.

11. Within seven (7) days after executing the Lease, Owner shall provide the Association with (i) a copy of the Lease including this Addendum and (ii) the name of the Lessee and all other people occupying the Unit.

12. It is acknowledged any lease agreement with an initial term of less than one (1) year requires the written approval of the Board of Directors.

13. It is acknowledged that violations of any of the provisions set forth in this Addendum or in the Governing Documents may result in fines of up to TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per occurrence or, in the case of continuing violations, of up to ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per day until remedied.

14. It is acknowledged and agreed that the Association is a third party beneficiary of this Addendum and has legal standing to enforce any and all of its provisions.

15. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the undersigned parties have signed, sealed and delivered this Addendum as of the date and year first above written.

OWNER:

LESSEE:

MAYFAIR TOWER CONDOMINIUM ASSOCIATION

Landlord Certification of Tenant Qualification and Application Process

Prior to leasing a Unit, the Unit Owner is required to obtain a credit report on the prospective lessee from a nationally recognized credit reporting service. The Unit Owner is also required to obtain and contact at least three (3) references to determine the character and credit worthiness of the prospective lessee. Prior to the effective date of the Lease, the Unit Owner must provide the Association with a written notice certifying (i) that a credit report was obtained; (ii) that no fewer than three (3) references identified in the notice were contacted by the Unit Owner; and (iii) based on the credit report and Unit Owner's conversations with the identified references, Unit Owner is satisfied as to the character and credit worthiness of the prospective lessee. The purpose of this regulation is to reduce and/or eliminate the occurrence of evictions occurring on the Condominium property and to otherwise promote and enhance the safety and security of the residents of the Condominium.

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

As an Owner and Landlord leasing my Unit at Mayfair Tower, I certify that I have fully and completely complied with the above policy for qualifying the tenant(s) listed on the accompanying lease agreement. Furthermore, I agree that I will if requested, I can provide documentation as proof of compliance.

Owner Signature

Date

Owner Signature

Date

Mayfair Tower Condominium Clubroom Rental Agreement

This agreement entered into this ____ day of _____, 20____, by and between Mayfair Tower Condominium Association, Inc., (The Association) and _____, Resident (Lessee) at the Mayfair Tower Condominium, Unit # _____ for the reservation of the Mayfair Tower Clubroom on ____ day of _____, 20____, from ____ a.m./p.m. to ____ a.m./p.m.

TYPE OF EVENT/OCCASION (Must be clear & detailed) _____
(**Note: No professional filming is permitted without prior approval from the Property Manager.)

No. of Attendees _____ Check one: **Adults Only** _____ **Adults/Children** _____

Please complete above, read below terms and conditions, sign, and return to the front desk with a check payable to Mayfair Tower in the amount of \$500.00 within 14 days of your event.

The undersigned are in agreement to the following terms and conditions for reserving the clubroom:

1. The Mayfair Tower Clubroom may only be reserved by a member of the Association, and a security deposit of \$500.00 drawn from that owner's checking account (or otherwise paid for by cashier's check or money order), must be received fourteen (14) days in advance of the requested reservation date along with this completed agreement.

2. There must be no outstanding balances for the above listed unit. All Association dues, fines, and/or other miscellaneous charges must be paid in full.
3. Lessee understands that the security deposit will be deposited into the Association's Operating account upon acceptance of this agreement
4. Lessee agrees to clean both the Clubroom and Courtyard, if used and restore them to the same condition as they found them prior to their reservation, immediately following their scheduled event.
5. If Lessee fails to restore Clubroom and Courtyard, if used to the same condition as they found them prior to their reservation, Management, at its sole discretion, will deduct the appropriate amount from the security deposit to affect the restoration of them.
6. Lessee understands that **all guests must park offsite**.
7. Lessee agrees that there will be **no live bands permitted** except those with non-amplified, acoustic string instruments such as a guitar, violin, or harp.
8. Lessee agrees that the sound level of any and all music will be maintained at such a level as to not intrude on any other Owner/Resident's enjoyment of their own condominium units.
9. Lessee agrees that all music must end no later than 12:00 a.m.
10. Lessee agrees that all guests will exit Courtyard no later than 12:00 a.m., and that the Clubroom will be vacated by all guests no later than 2:00 a.m.
11. Lessee understands that should a complaint be filed with Concierge regarding the level of noise that it must be lowered upon request. Failure of the Lessee and/or his/her guests to comply with such a request from the Concierge may result in forfeiting of the security deposit and/or the termination of the Lessee's event.
12. Lessee understands that **NO TENTS** are allowed in the Mayfair Tower Courtyard.

13. Lessee understands that this Clubroom Reservation Form does **NOT** grant exclusive rights to the Mayfair Tower Courtyard. While the lessee's guests may use the Mayfair Tower Courtyard during his/her event, other Mayfair Tower Residents may also use the Courtyard.
14. Lessee understand that only the Clubroom may be occupied by lessee's guest, no other common areas such as the library may be occupied by guests.
15. Lessee agrees that he or she is solely responsible for any items he or she has brought in for the event and that the Association will not be held responsible for any damages, loss or theft of such items.
16. No furniture shall be removed from the interior of the Clubroom or Library for the event.
17. No one is allowed in the landscaped portions of the Courtyard. No exceptions.
18. No owner, or guest, shall be allowed to have any kind of pets in the Clubroom or Courtyard.
19. If Lessee abides by all of the above terms, his/her security deposit will be refunded in full within fourteen (14) days of the planned event.

By signing below, Lessee is in agreement with the terms set forth herein and agrees to hold the Mayfair Tower Condominium Association, Inc. harmless in the event of any loss, theft, or damage to personal property of the Lessee. Lessee also assumes the responsibility that their guests abide by the rules as described in the Mayfair Tower Condominium Documents and Community Standard of Rules and Regulations and is subject to any fines and/or penalties therein described.

SIGNATURE

DATE



