

Enforcement of the Covenants and Rules & Regulations for Peachtree Towers Condominiums

The condominium shall be used only for those uses and purposes set out in the Declaration. To assist in the enforcement of the provisions of the Declaration the Board of Directors has established Rules and Regulations to govern the conduct, use, and enjoyment of the units and common elements. When the provisions of the Declaration and Rules & Regulations are violated, the primary means of enforcement are the imposing of fines and the suspension of certain privileges including the right to vote.

For example, if a tenant decides to bring a pet into the building, the concierges and building management should explain to the tenant, if possible, that pets are not allowed into the building. If the tenant continues into the building with their pet, the association does not have police powers to stop them from entering. So, what can be done? **The imposition of fines and suspension of certain privileges.**

As an owner, how can you protect yourself from having fines imposed upon your unit because of the actions of your contractors, tenants or guests? Perhaps including provisions within your leases and/or contracts that any fines created by their actions would be charged to them and taken from their proceeds or security deposits. Secondly, making sure your contractors, tenants and guests understand the rules and penalties for violations. Ultimately, the Association will hold the unit owner responsible for any fines, so it is up to each owner to try and figure ways to minimize their liability.

The Board has established the following Fine Guidelines and considers these amounts to be reasonable fines to assist with the enforcement of the Association Documents and Rules and Regulations. (see the 6-5-95 Amendment to the Declaration, Article VIII, Section 9)

Elevators – Improper use of elevators and the moving and delivery rules – minimum fine of \$150 plus the cost of any repairs for damages.

Fire Alarms Caused by Negligence/Willful Misconduct - \$150 minimum fine plus any charges assessed by the City of Atlanta.

Noise and Disturbance Complaints

1st violation that day – warning and contacting of unit owner

2nd violation that day - \$150 fine

3rd violation and each violation thereafter – minimum fine \$500 for each instance

Odors (tobacco, marijuana, incense, etc.) coming into other units or common areas

1st violation a warning

2nd violation - \$150 fine

3rd violation and each violation thereafter – minimum fine \$500 for each instance

It is the unit owner's responsibility to contain odors within their units which may require the purchase of air purifiers and adding weatherstripping to seal their front door. Note, the weatherstripping may not be visible from the exterior of the door.

Pet Violations – minimum fine of \$500 per pet, plus \$25 fine per pet, per day for a continuing violation

Trash Chute and improper disposal of garbage or other items – Minimum fine \$50

Additional fines will apply if the trash chute becomes clogged, and the owner will be held liable for any costs to remove the clog.

These fines are used as a guideline for the violations mentioned. Other violations of the Covenants and the Rules & Regulations shall also be subject to reasonable fines as determined by the Building Management and the Board of Directors.

Peachtree Towers Condominiums

July 2018

NOTICE TO OWNERS & LANDLORDS

RENTAL ADMINISTRATION FEES

Since August 1, 2017, a \$5 check-in fee has been charged for each "Short-term Rental Check-In." The Board has monitored this program and decided to replace the check-in fee with an Annual Fee. The Annual Fee will simplify the bookkeeping for both landlords and management. In addition, landlords who rent to long-term tenants (over 30 days) will also be charged a rental administration fee. The Rental Administration Fees will be evaluated and adjusted as necessary during the overall budget planning which occurs in the fall of every year.

SHORT-TERM RENTALS - \$175 ANNUAL FEE STARTING JULY 1, 2018

The purpose of the charge (a specific assessment) is to help offset additional expenses caused as a direct result of these short-term guests including but not limited to: cost of additional concierges required to handle these guests; occasional off-duty police hired to monitor the additional activity in the building.

LONG-TERM RENTALS - \$50 ANNUAL FEE STARTING JULY 1, 2018

The purpose of the charge (a specific assessment) is to help to offset additional administration expenses caused as a direct result of these long-term tenants including but not limited to: (1) set-up tenant account in computer with contact information; (2) set-up electronic telephone entry system with tenant telephone number; (3) review and filing of the Landlord Compliance Form; (4) filing of leases with association records; (5) reviewing leases for current and expired status; (6) communicating with tenants, landlords and owners regarding rules and regulations requirements and violations; (7) coordination of elevators for move-ins and move-outs.

WHEN WILL THE ANNUAL RENTAL ADMINISTRATION FEES BE COLLECTED?

Invoices will be mailed out in July and prorated for the 6-month period from July 2018 thru December 2018. In 2019, the fees will be billed in January. Owners starting to lease or rent in the middle of the year will be billed the full annual fee.

GENERAL NOTICES

SPECIAL ASSESSMENT – DUE SEPTEMBER 30TH

At the 2016 Annual Meeting the homeowners passed special assessments in the total amount of \$500,000 to be paid in five equal special assessments of \$100,000 per year. The 2018 invoice will be mailed in August.

NEW CARPET FOR THE HALLWAYS

The installation will begin after Labor Day and should take about 3 to 4 weeks.

WEBSITE – www.peachreetowers.com

The password to the owners' section is 300Towers

INSURANCE – SEE OWNERS'S SECTION OF WEBSITE

The master policy has a deductible of \$10,000 per unit for all covered water losses, \$25,000 per occurrence for earthquake and \$5,000 per occurrence for all other covered losses. The deductible(s) would be your responsibility for any covered cause of loss. You should discuss this with your insurance agent to be sure that your personal coverage is written correctly to respond to these deductibles.