

LIVING

IN

STONEWALL

Updated January 1, 2023

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DOCUMENT AUDIT LOG

Version	Date	Description of Change
1.0	Prior to 2008	Original document
2.0	June, 2020	Updates for various updates from the last 12 years as noted, i.e., for roommates, parking rules, grill rules, and minor corrections
2.1	July, 2020	Updates for Board Resolution regarding sham conveyances, and minor corrections
2.2	August, 2020	Updates for revised Roommate/Non-Owner Occupant information sheet, Parking Space Assignments List, 2020-21 Master Certificate of Insurance, and minor corrections
3.0	January, 2022	Updates for 2021-2022 Master Certificate of Insurance; added sections for Satellite Dishes, and Owner/Resident/Guest Conduct, clarified SCA Enforcement Procedures; further defined Single-Family Residence, Family, Immediate Family, and Adult; defined Guest parking use; clarified responsibility of chimney caps; corrected minor typos, and edits for conciseness, continuity, and/or cross-referencing.
3.1	July, 2022	Amended pool closing hours and clarified the age children are allowed at the pool with and without supervision, and minor corrections.
4.0	January, 2023	Clarified limit of two cars; clarified parking sticker rules effective December 11, 2022, and new sticker fees effective January 1, 2023; corrected amendment information; added water leak enforcement action; added partial list of maintenance items that are owner responsibility and not covered by the monthly operating assessment; and minor corrections.

INTRODUCTION

Stonewall, a condominium community of ninety-seven owner-occupied condominium units situated on eleven acres of land and a 17-acre natural lake, was built by the Crow, Pope, and Land Company, starting in 1972, as a part of the Cumberland Office Park and Apartment Complex, and was completed in October 1976. The Stonewall Homeowners Association assumed control from the developer in February 1977, followed by incorporation as the Stonewall Condominium Association, Inc. (SCA), in August 1977. Stonewall Condominium Association, Inc. is a non-profit corporation registered with the Georgia Secretary of State.

The principal governing documents are the *Stonewall Condominium Declaration of Covenants, Conditions & Restrictions* (DCCR) and the *By-Laws*, which are at the end of the DCCR. Potential buyers should request a copy through their real estate agent or can obtain a copy by visiting Stonewall's website. New Owners may obtain a copy from the Owner Online Portal ("the Portal"). Additionally, the Georgia Condominium Act and the Georgia Non-Profit Code, as well as this Living in Stonewall Handbook (Handbook), are also governing documents of Stonewall. All of these may be referred to as the "Governing Documents."

This Handbook, which is subordinate to the DCCR and By-Laws, includes certain rules, regulations, and policies allowing Stonewall to function in an efficient and effective manner. The Handbook includes three types of rules. First, rules extracted from the DCCR, which can only be amended by a 2/3 (two-thirds) vote of all the Members; Article XIII, Section 2. Second, rules from the By-Laws, which can be amended by a majority of all the Members; DCCR, Article XIII, Section 2(b), and By-Laws, Article XIV, Section 1. Third, rules made by a majority of a quorum of the BOD under Article VIII, Section 1(a) of the By-Laws. The BOD may make additional rules which will be added to the Handbook in future updates, even if their effect is immediate.

An awareness and acceptance of the material contained herein ensures you, the resident, of a community that will continue to operate for your well-being with a minimum of supervision or interference.

Each unit owner may have no less than 50% deeded ownership in a unit in Stonewall Condominium. See the Board Resolution effective January 1, 2020, recorded in the Cobb County land records.

Each unit has only one Membership vote in Association matters regardless of if it has more than one deeded owner.

Directors serve three-year terms, which are staggered among the seven Directors (reduced to seven by amendment recorded in the Cobb County land records on November 29, 2016) so that two or three are elected at each Annual Meeting of the Members. Owners wishing to be listed on the slate of candidates should submit their names to the Nominating Committee. The BOD conducts monthly meetings, which are open to Owners for observation; see By-Laws, Article V-VII for further details. The Directors serve as Officers (Treasurer and Secretary do not need to be Directors) and can serve as Committee chairs for the Association. Officers serve one-year terms and are appointed by the BOD following each Annual Meeting. The BOD appoints committees, two which are required: the Architectural Control Committee (DCCR, Article IV and By-Laws Article IX) and the Nominating Committee (By-Laws, Article VII and Article IX).

Other standing committees are created at the discretion of the Board, and currently consist of the Landscaping Committee, Capital Improvements and Maintenance Committee, Sales and Leasing Committee, Publicity/Communication Committee, and Recreation/Pool Committee. Residents are encouraged to offer the community their time and talents by serving on the various committees. Stonewall is currently self-managed by the BOD and various Owner volunteers, under the direction of the BOD. **All Owners and residents are encouraged to contribute in some capacity.**

To further assist the Owners, each street may have a Block Captain(s) (BC), or each new Owner may have a "Board Buddy" who serves as the primary means of communication between the Owners and the BOD by receiving suggestions, concerns, questions, etc. from Owners, and by educating and assisting them with the policies and functions of Stonewall's administrators. The purpose of Stonewall's Administration (Board, Property Manager (if applicable), Block Captains or Board Buddies (if applicable), and Committee Members) will always be to strive to make Stonewall both a sound investment and a pleasant place in which to live. The Owners knowledge of the material contained in this Handbook supports this purpose.

Any reference to "Tenant" anywhere in this document does not indicate an ability to rent or lease at Stonewall. Renting/leasing is completely disallowed. It is disallowed by an amendment to the DCCR, which was recorded in May 1983.

Within this Handbook, the word "Resident" may be used as a term for Owners, Non-Owner Occupants, Roommates, and/or Tenants.

SITE PLAN



MONTHLY ASSESSMENTS

The monthly assessment covers water, sewer, weekly trash removal, landscaping, and tree care, building repairs, master insurance, upkeep of recreational facilities, pavements and walkways, exterior pest control, legal fees, audits, professional management fees (if applicable), current and future capital improvement and infrastructure projects, and any other costs deemed necessary or prudent by the Board. A detailed annual budget is prepared and distributed each year in advance of the Annual Meeting and is always available for download from the Portal.

The monthly assessment payment is due on the first of each month and is past due on the 16th. Payments must be paid online in the Owner Portal by 11:59:59PM on the 15th to be considered as paid on time. Stonewall no longer accepts paper checks.

A late charge of 10% of the monthly rate of assessment is applied to the Owner's account when monthly fees are not received on time. Per the Georgia Condominium Act, unpaid assessments create AUTOMATIC and IMMEDIATE liens against the defaulter's property. Accounts which remain unpaid for over 60 days or accrue to \$1,000 may be turned over to a collection agency. Once unpaid accounts reach \$750 in arrears, they may also be turned over to SCA legal counsel for a judgment in order to halt common services, such as water and trash pickup; at \$2,000 in arrears, they are turned over to SCA legal counsel to initiate judgment and foreclosure proceedings.

Owners who are in arrears to the association are denied recreational privileges, as are their families, friends, roommates, tenants, and/or guests; additionally, they may be denied common area privileges (parking). Owners who are in arrears may not vote on SCA matters.

The monthly assessment does not cover every cost of maintaining your unit. It covers exterior finishes (siding and roofs) only. Below is a partial list of items not included. **The Board recommends that every prospective buyer of a unit have a home inspection done prior to making a purchase and understand the possible costs of repairing any of the items not cover by the Association.**

-Decks and patios are Limited Common Area and owners are responsible for the maintenance, repair, and replacement of decks and patios, except for patio rails that are not ornamental (e.g. are not on a concrete patio slab)

-Windows and doors; chimneys; exterior faucets/hose bibs; exterior electrical outlets; satellite dishes

-Plumbing/water and sewer lines inside and under the unit and the patio

-Foundations – any foundation repairs (e.g., piers, leveling), and structural elements (e.g., beams, rafters, floor joists, etc.). Anything inside or underneath the unit is owner responsibility.

Please contact the Board President or the SCA Treasurer to discuss any issues with meeting the monthly obligation to the Association. See DCCR, Article VI, for further details on assessments.

SCA ENFORCEMENT PROCEDURES

Violations of the Governing Documents lead to legal and financial liabilities, reduction of property values, unhealthy living conditions, and nuisances, which affect everyone at Stonewall.

It is the sole responsibility of the Owners to be knowledgeable of all rules and regulations contained in the documents which govern our community. All Owners have available to them copies of the Declarations, By-Laws, and the Handbook, both prior to purchasing a unit in Stonewall, and after purchase when they become an Owner. Owners must educate their family, friends, roommates, tenants, and/or guests of all rules and regulations, as fines will be applied to Owners for violations incurred by family, friends, roommates, tenants, and/or guests; parents are responsible for the acts of their children.

Complaints about other Owners, or their family, friends, roommates, tenants, and/or guests should be addressed in writing to the BOD through a Request in the Portal. The Board of Directors is not obligated to respond to verbal complaints, text messages, messages received through social media, when seen in the grocery store, etc.

Violators of the regulations will first receive a written warning stating the violation and the SCA's required remedy. Some warnings will include a time frame for compliance (usually 10 days). In the interest of time, warnings may be delivered via text message or email; follow up will be made through the Owner Portal.

Should the violation continue unresolved, or if there is a subsequent violation of the same rule, the Owner will be fined in accordance with DCCR, Article XIII, Section 8, which allows for a \$25.00 per day fine until the violation is corrected.

Violators will be notified that a fine has been levied and applied to their account through the Portal. Unpaid fines, unpaid monthly assessments, late paid assessment charges, and any ensuing attorney's fees related to legal action and/or court costs create an automatic lien on property pursuant to the Georgia Condominium Act and O.C.G.A.44-3-109. Once the balance reaches \$750, a judgment will be pursued, and the unit will not have access to common services. At \$2,000, another judgement will be pursued, and foreclosure proceedings will follow.

The administrators of the SCA are not obligated to divulge from whom violation reports originate and reserve the right to exercise their judgment in assessing the validity of complaints.

Owners who are in arrears to the association are denied recreational privileges, as are their families, friends, roommates, tenants, and/or guests; additionally, they may be denied common area privileges (parking).

If you have any questions, please contact the Board through a Request in the Portal. Thank you in advance for your support and compliance. The following is a sample violation warning/notice, which lists many of the most common violations. Currently, Owners are notified of violations via the Portal. In some cases, violation letters may be posted on the unit front door.

In some sections of this Handbook, the fine for a violation is reiterated and explicitly stated. Please note that ALL violations of the governing documents are subject to a fine, regardless of whether or not a fine is explicitly stated in other sections of this Handbook.

SAMPLE WARNING OR NOTICE

Date: _____ _____ WARNING NOTICE

_____ NOTICE OF FINE

Dear (Owner Name here):

Unit:

You are hereby notified that because (you/your family/friend/roommate/tenant/guest) did not abide by the established Stonewall Condominium Association rules and regulations regarding:

()	Common Area (DCCR ¹ – Articles IV and V; Handbook ²)	Page(s)	
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	Structures		Firewood location
	Antennas		Decorations
	Signs		Unapproved alterations

	Other:
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()	Architectural Conformity (DCCR – Article IV; Handbook)	Page(s)	
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	Unapproved additions, alterations, or changes to unit exterior.
	Unapproved interior alterations that may compromise unit structural integrity.
	Other:

()	Pets (DCCR – Article X, Section 4; Handbook)	Page(s)	
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	Roommates keeping pets.
	Disturbance of other residents.
	Uncontrolled pet or unleashed dog.
	Indiscriminate defecation and failure to remove.
	Allowing pets in Clubhouse or pool area.
	Other:

¹Stonewall Condominium Declaration of Covenants, Conditions & Restrictions

² Handbook, *Living in Stonewall*

()	Garbage or Trash, (Handbook)	Page(s)	
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	Failure to use or provide adequate receptacles.
	Leaving garbage or trash on common property.
	Other:

()	Roommates, Hardship Lease, or Sale (DCCR, Article XI; Handbook)	Page(s)	
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	Required documents not on file (e.g., Roommate or Non-Owner Occupant Information Sheet, hardship approval, lease, tenant’s statement, required Notices and Disclosures as per the DCCR).
	Hardship lease not approved prior to occupancy or as written.
	Unauthorized occupant residing in or unauthorized leasing/renting of unit.
	Other:

()	Vehicles and Parking (DCCR – Article X, Section 3; Handbook)	Page(s)	
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	Non-drivable or legally inoperable vehicle.
	Abandoned vehicle.
	Mechanical work being performed on vehicle.
	Vehicle does not have a Stonewall parking decal
	Other: (example: vehicle parked anywhere except unit assigned space or Guest parking spaces, unauthorized vehicle, failure to affix a parking sticker to a vehicle, etc.)

()	Unreasonable Disturbance of Other Residents in the Form of:
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Desired Remedy:	
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	You are assessed (fine applied to your account).
	You will be assessed if the violation is not corrected.

	Immediately
	Within XX days from the above date.

Fine OR Warning:

	\$25.00.
	\$25 per day for XX days from the above date.
	\$25.00 per day commencing (date) until the SCA Administration is satisfied that the violation has ceased.
	\$25 per day for XX days from the above date.
	This is a warning; further violation will result in an immediate fine.

Any questions or comments should be addressed in writing through a Request in the Portal or to the Property Manager (if applicable) or the Board.

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OR

(Name)	(Name)
Board of Directors (Title) Stonewall Condominium Association	Property Manager (if applicable) on behalf of Stonewall Condominium Association

- cc: Property Manager (if applicable)
 SCA Board of Directors
 Block Captain for (Street)
 Board Buddy for (Unit)

USE RESTRICTIONS

DEFINITIONS OF COMMON AREA AND LIMITED COMMON AREA

The Common Area means that portion of the property designated for the common use and enjoyment of the Owners. It does not include the land on which individual units are built (underneath the buildings). The common area includes recreational facilities, trees, sidewalks, landscaping, parking lots including assigned parking spaces, and the grounds in the immediate vicinity of all residences. Thus, every square inch of space within Stonewall other than that which is inside the units or underneath them is the Common Area. The Limited Common Area is defined as the patios. See DCCR, Article III, Sections 3 and 4, and Article V Sections 2 and 3. With Limited Common Area, you have exclusive use but not exclusive access as vendors, maintenance personnel, and even directors may enter a patio to inspect, clean, or repair common elements.

RESTRICTIONS

Use restrictions are discussed in the DCCR, Article X. All units are Single-Family Residences as defined in DCCR, Article I Definitions, Section 19 Residences.

Units will be used only for the "quiet enjoyment" of the Owner(s) as a private Single-Family Residence and the Owner(s) shall not permit the unit to be used for purposes that may injure the reputation, safety, or welfare of the property. For the purposes of this handbook, Stonewall Condominium Association further defines Single-Family Residence in line with Cobb County's definition of Single-Family Dwelling Unit as "A dwelling used as living quarters for **one family* including up to one unrelated adult, or two or fewer unrelated adults and their children or grandchildren.**" In each of these cases, an Owner must be a member of the Family or one of the Two or Fewer Unrelated Adults living in the unit.

***Family means one or more persons related by blood, legal adoption, or marriage occupying a dwelling where such persons are all related to each other within the fourth degree, which means parents, children, grandparents, grandchildren, brother and sisters.**

At Stonewall, an *immediate* family member of an Owner may occupy the residence without the Owner. *Immediate* family is defined in the Stonewall Declaration at Article XI, Section 5 as "those bearing the following relationship to an individual or his spouse: father, mother, sister, brother, son, daughter, husband, wife"). See the Sales, Leases, Mortgages, and Roommates section for more information.

Adult means any person at least 18 years old or legally emancipated in the State of Georgia.

No structures or appurtenances of a temporary character such as a trailer, doghouse, carport, shed, playground equipment, tents or fences shall be used as shelter or placed on any portion of the common area on a temporary or permanent basis.

No signs may be posted anywhere including inside of windows. Exterior radio or television antennas of any sort are prohibited.

The stacking of firewood is confined to the patio slabs or area underneath the decks. Storage on decks

should be kept to small amounts since the Owner is liable for deck damage caused by too much weight on decks. Firewood may not be stored on sidewalks, front door stoops, or on any grounds other than below decks. Decks and patios should be kept neat and should not be used as storage space.

DCCR, Article X, Section 5 states that “no trade or business of any kind may be conducted in or from a unit or any part of the Condominium.” See DCCR Article X, Section 5, for more information about the prohibitions on businesses within the Condominium.

Residents are inclined to think of the ground behind their units as their own back yards, which is commendable if it leads to care and maintenance of the ground. This ground, however, is common property, and residents have no right to leave personal property, such as toys, lawn furniture, construction materials, etc., on it, nor do they have the right to install any kind of landscaping, garden, patio pavers, and the like without approval. In particular, residents have no right to use it as a dumping ground for old bicycles, old furniture, etc.

Residents should be aware that although the Cobb County Fire Marshall's office strongly discourages the storage/usage of grills on combustible balconies and decks, they are not prohibited in single family residences, including condominiums. However, the Board has adopted rules regarding the storage and use of grills, and the prohibition of other types of open flame devices, here at Stonewall (ratified May 17, 2020). Each unit which desires to use a grill must move it as far away from the building/siding/privacy walls as possible during use; it may be stored but not used on a lower patio/deck where there is an upper deck above; and there must be a fire extinguisher within reach. Chimineas, fire pits, tiki torches, and such other types of open flame devices, are strictly prohibited. Please also see the Fire Safety section of this Handbook.

Please refer to the applicable sections in this Handbook covering trash, parking, recreation rules, Architectural Controls, etc., for further details on the use restrictions of the common areas and buildings.

Violations of the Use Restrictions rules are subject to the SCA Enforcement Procedures.

ARCHITECTURAL AND COMMON AREA CONFORMITY

Owners must receive written approval from the Board or the Architectural Control Committee BEFORE any of the following activities take place:

- Construction of any nature whatsoever including additions, alterations, or changes to the exterior of any unit.
- Interior alterations or changes that might compromise the structural integrity of the unit or building.
- Non-organic alterations to the common area (walks, landscape, timbers, fences, steps, blocks, etc.).

Plans and specifications showing the nature, location, dimensions, materials, and any other data deemed necessary by the Architectural Control Committee must be submitted to the Committee or the Board in writing. The Committee will review the proposed alteration and recommend to the Board of Directors, who will either approve or disapprove the plan. The Owner must allow 30 days for a response by the Architectural Control Chair or the Board.

Even when changes to the buildings and grounds are permitted, the Association's funds cannot be used to insure, maintain, replace, or repair those alterations made by individual Owners, whether now or in the future, and these alterations are assumed by all future Owners, or in the case of alterations to the grounds, may be removed by the Association if not maintained or if such alterations interfere with the common area in some way. It is the responsibility of unit Owners, unit sellers, and their agents to inform purchasers of this policy and of any alterations that have been made by the sellers. This includes, but is not limited to, decks which have been enclosed or extended (units 3503, 3600, 3602, 3610, 3619, 3620, 3621, 3731, and possibly others) which may have created the need for additional handrails, gutters, downspouts, roofing materials, and siding that are above and beyond what are otherwise normally used in a unit of the same size and floor plan. See DCCR, Article III Property Rights, Section 2 Residences, for more information.

For clarification on the details regarding organic changes, see Maintenance and Repairs (next section).

Please remember that DCCR, Article V Maintenance, Section 1 Residences, states that no Owner shall decorate or change the appearance of any portion of the exterior of a residence unless first approved in writing by the Board of Directors or its designated committee. This rule applies to things like shades and drapes, which should be of neutral colors that blend with the siding; and to objects attached to exterior walls, such as doors, storm doors, windows, mailboxes, lights, planters, thermometers, etc. Most community standards can be found on the Portal. When in doubt, ask first.

Individual Owners may make no alterations to the Common Area that impede the easy access of any resident to the entire property. Remember, we do not have "yards" in Stonewall.

Planters in the Common Area should be neatly maintained and harmonize with the buildings and grounds, as determined by the Architectural Control Committee. Decorative objects are not encouraged in the Common Area, for example, immediately in front of or behind any unit. Unobtrusive, inconspicuous, and appropriate decorative objects may be allowed, especially if not visible from curbside, but only at the sole

discretion of the Board of Directors, expressed through their written permission.

For further information on Architectural and Common Area Conformity, please consult the Board, your Block Captain or Board Buddy (if applicable), the Property Manager (if applicable), the Architectural Control Committee Chair, or the DCCR, Articles IV, V and X.

Approved Paint Color(s) and Approved Doors and Hardware are attached as ADDENDUM NUMBER 1.

Violations of the Architectural and Common Area Conformity rules are subject to the SCA Enforcement Procedures.

SATELLITE DISHES

Stonewall's rules and regulations regarding satellite dishes (or "dishes") are in accordance with the DCCR Article X Use Restrictions Section 8. Antennas and Satellite Dishes and the Federal Communications Commission (FCC) Over the Air Reception Device Rule (OTARD) rule.

An association can put reasonable restrictions on the installation of over-the-air reception devices. Any restrictions must meet three standards:

- Restrictions cannot delay use of the antenna
- Cannot increase the cost of service
- Cannot interfere with signal quality

The Association may not reject an owner's request to install a satellite dish. However, **the OTARD rule does not give an owner the right to install an antenna on any common elements.** For example, the roofs. If the owner is unable to receive a signal by placing the dish or antenna on the owner's own property, the owner is required to get approval before having it installed elsewhere.

Dishes may be put on a pole that is affixed to the deck boards on a unit's balcony or concrete patio slab (both limited common areas that are attached to the unit and are the responsibility of the unit owner), but *not* affixed to deck or patio rails, and *not* affixed to any other common elements except for the following:

-Solid wood trim around the chimney.

-Solid wood trim found on the privacy walls.

Dishes must be one meter in diameter or less.

Dishes should be placed in the back of the unit.

No dishes should be placed in or over doorways. Dishes cannot be installed on any surface that will cause structural damage to the building, including roof shingles, flat roofs, metal roofs, or hardiplank siding.

Additionally, at no time are dishes on poles allowed to be installed anywhere in the common area (anywhere outside the front doors or off the back deck or patio slabs) without approval by the Board of Directors or its ACC.

The OTARD rule does not state that the association is obligated to help get a good signal. For example, if a unit faces the wrong way, the Association is not required to bend the rules or accommodate requests to install dishes in places other than the approved areas as described in previous paragraphs.

Owners should verify that they have proper liability insurance for any damage that might be caused by the dish to the property, or to another owner or resident. The dish, and its installation, removal, repair, etc. and any damage caused by such, or wires connected, etc., are the responsibility of the owner.

Violations of the Satellite Dishes rules are subject to the SCA Enforcement Procedures

MAINTENANCE AND REPAIRS

EXTERIOR

The SCA is responsible for the repair and maintenance of most exterior surfaces of the buildings, except for hardware, screens, glass, doors, storm doors, and water faucets; DCCR, Article V, Section 1 specifically includes items handled by the Association as painting, roof surfaces, railings, gutters and downspouts. Repair or replacement of patio slabs is the owners' responsibility. DCCR, Article V, Section 3 defines patios as Limited Common Area. Maintenance, repair, or replacement of any patio, excluding, however, all patio fences, whether part of the original construction or otherwise, shall be the sole responsibility of the individual Owner of the residence appurtenant thereto and not in any manner the responsibility of the Association. "Patio" and "deck" are interchangeable words and terms as each unit here has a patio; some are made of concrete, and some are made of wood boards. In addition, your monthly fees cover maintenance of the Clubhouse, pool area, sidewalks, pavement, storm water drains, underground utility, water, and sewer lines. However, Owners are responsible for repairs of utility lines, pipes, wires, conduits, and systems at the point where they enter the exterior wall. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained within a residence, whether or not the aforementioned are within the residence (e.g., outside electrical outlets and outside water faucets), are not part of the common area and are the sole responsibility of the unit Owner. Notify the Board or the Property Manager (if applicable) with requests for maintenance or repairs.

Owners who are recent arrivals to the Atlanta area should be aware that our winters are cold enough to freeze water pipes, which frequently happens. Most burst pipes are the exterior faucet pipes, especially those located in chimney chases. The resultant water damage, water cost, and interruption of service can often be avoided by winterizing your outside faucets with Styrofoam boots or by installing and using shutoff valves for outside faucets. Always remove hoses from outdoor faucets at the end of the season.

Certain repairs which are Owner responsibility may be required by the Association to be addressed immediately, such as leaking exterior faucets and failing decks.

Roofs are explicitly referenced as "roof surfaces (shingles)" throughout the DCCR. Therefore, chimney caps/pans, bathroom/kitchen/dryer vent pipes which may exit through the roof, and attic ("whole house") fans are the sole responsibility of the unit owner and not the Association.

Every resident should know where their main shut-off valve and their exterior faucets shut-off valves are located. If an Owner determines they do not have one or all of these valves, they should get them installed as soon as possible. Keep in mind that a unit main shut-off valve may be outside of the unit. Water leaks can lead to extremely high community water bills which are absorbed by all 97 Owners, not just the Owner with the leak. Water leaks can also cause damage quickly, which leads to insurance claims, which also could affect every Owner. Owners may be subject to fines if reported leaks are not repaired within two weeks.

Violations of the Maintenance and Repairs rules are subject to the SCA Enforcement Procedures

GROUNDS AND LANDSCAPING

The SCA contracts with landscaping companies to service and maintain the existing grounds, including the lawns, shrubs, trees, and flowers at the entrance to the complex and on Mount Stonewall and on the various street corners; DCCR, Article V, Section 2. There is no irrigation system at Stonewall (except at Mount Stonewall and outside the Clubhouse), so it is helpful when Owners water blooming areas during the warmer months. Nevertheless, use of sprinklers and hoses must be kept to a minimum, as Stonewall's water bill is one of the most expensive items in the Association's budget. Plants should be watered during the early morning or late afternoon hours or according to the County watering restrictions currently in place. Please use water sparingly and do not be wasteful with too frequent plant watering and vehicle washing. At all times, Owners are required to abide by watering restrictions and/or suggestions of Cobb County.

No planting of shrubs, trees or hedges may be done without approval of the Landscaping Maintenance Committee; DCCR, Article X, Section 7. Gardens, steps, walkways, and any other alterations to the common grounds (other than the planting of seasonal flowers or ornamental grasses) must also receive prior approval in writing from the Architectural Control Committee. Vegetable gardening is prohibited except for potted plants on patios or decks. Please do not alter or add to the walkways behind the units, this includes, but is not limited to, pavers, chairs, gardens, ground cover, etc. The walkways behind the units are part of a long-term project to create a uniform pathway system and no objects of any kind should be added to the walkways.

All planting, other than that done by the SCA's professional contractors, is at the expense of the Owners, who are also responsible for upkeep. This is not meant to imply that the resident owns, in any manner, any exterior foliage or the ground containing it. The DCCR specifies that only plants on patios can be owned by a resident. Therefore, Owners always plant on the common grounds at their own risk and expense and understand that it immediately becomes common property. Notify the Board or the Landscape Committee of requests related to landscaping maintenance.

NOTE: Should the Association incur expenses for work necessitated by the neglect of maintenance by the Owner for those areas for which the Owner is responsible or necessitated by correcting or repairing any alteration to the common area or structures performed without prior written approval, those expenses will be charged to that Owner.

Violations of the Grounds and Landscaping rules are subject to the SCA Enforcement Procedures.

PARKING

Each unit in Stonewall is entitled to two (2) parking spaces, which are assigned to each unit and are numbered. Assigned spaces for each street are found in ADDENDUM 2. In addition, please review the parking grid documents and the parking space numbers list, found on the Portal under Documents - Parking Grids. See DCCR, Article X, Section 3 for restrictions on parking of trailers and boats. There are marked Guest parking spaces throughout the property. Parking is not authorized in any other place. The maximum number of vehicles allowed for any unit is two (2), which is in line with the number of assigned parking spaces per unit. If there are extenuating circumstances, please contact the Board.

Parking spaces are assigned, not deeded, are part of the Common Area, and thus are owned by the Association as a whole, not by the individual unit Owner to which the spaces are assigned. As such, Owners may not rent parking spaces to each other, nor may they borrow or lend an unused space to each other to circumvent the two-vehicle maximum per unit.

Vehicles for all unit occupants must be registered with the Association and parking stickers are required, at a cost of \$10 each upon purchase of a unit, \$25 for subsequent replacement stickers, and \$50 for roommates or non-owner occupants. Driver license and vehicle tag registration *may* be required to obtain a vehicle parking sticker. Parking stickers must be requested within 30 days of occupancy or vehicle change, and once informed that they are ready for pickup, they must be picked up and affixed to the windshield within 14 days or the owner of the unit will be subject to the standard fine of \$25. The owner must self-report that the sticker has been affixed and send a picture to confirm with the board that the sticker has been affixed properly. This fine will be charged per month until the violation is cured.

Additionally, all parking privileges and any parking stickers and/or third vehicle exceptions are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); (2) a Non-Owner Occupant, Roommate or Tenant of any Unit holding a Parking Sticker vacates that Unit for a period of more than thirty (30) contiguous days; or (3) the failure of an Owner, Occupant, Roommate or Tenant to comply with the Declarations, By-Laws, Rules and Regulations (including, but not limited to, the payment of all assessments, costs, fines, and fees when due).

Commercial vehicles are not allowed at Stonewall. This longstanding rule was ratified by the Board on August 11, 2019. Exceptions may be granted to Owners only for vehicles or standard sized trucks with small commercial logos which do not have ladders, equipment, supplies, etc. which do not create a third vehicle situation. Board approval is required and there is a \$10 per month additional fee if granted this exception.

No vehicle may be left anywhere on Stonewall property for any length of time that is not drivable (for example, with a flat tire), not even in one of the unit's assigned parking spaces, or that has an expired tag (as this defines a vehicle as inoperable and is against the laws of Cobb County), or that remains for extended time in a Guest space. It is also against Cobb County law to perform mechanical work (other than oil changes and minor adjustments) in residential neighborhoods.

Unauthorized or improperly parked vehicles are subject to immediate fines and/or towing, as are vehicles that appear to be abandoned. If an unfamiliar vehicle is parked in your assigned space, it is recommended to leave a note on the windshield. However, you may request that the vehicle be towed immediately by informing the Board. After the Board makes a reasonable attempt to find the Owner, if no Owner is found, the vehicle will be towed.

A vehicle parked in the street or next to an island such that it impedes an emergency response vehicle will result in a fine by Cobb County against the SCA of \$500 to \$5,000. Therefore, the SCA regards the immediate towing of any such illegally parked vehicle as a matter of urgency.

Owners are held responsible for parking violations by their family, friends, roommates, tenants, and/or guests.

Guest parking is intended for short-term day or evening use and not intended for regular overnight use. "Regular" means a majority of nights in a seven-day period. **The maximum number of nights in a row a guest can park on Stonewall property is seven nights.** There should then be seven more nights in between the guest vehicle parking on Stonewall property and then parking on the property again. **Owners should notify the Board if they have a guest who will be parking on Stonewall property for more than seven nights in a row and obtain a temporary parking pass for the vehicle dashboard.**

Owners who are going to be out of town for more than two (2) weeks should notify the Board so that their vehicles will not be considered abandoned or in case there is an emergency and vehicles need to be moved.

Owners should not have friends take up Guest parking if they are meeting here to go out of town. Friends should all rideshare here and then everyone rideshare together to their destination. Any vehicles left behind should be moved to Owner spaces prior to leaving.

We have a Flock Safety License Plate Reader camera at Stonewall. The purpose of this camera is to provide surveillance of every vehicle that enters Stonewall to assist law enforcement in the event of a crime, *or* to assist the Board in identifying suspicious vehicles or unregistered occupants and/or unauthorized vehicles. The Flock camera is rented by Stonewall from Flock Safety. Please "SafeList" your vehicle at <https://admin.flocksafety.com/register/resident/458cddff-8da3-4867-8903-32f32f3ff8fa>. Only vehicles *registered with Stonewall with a valid parking sticker* may be on the SafeList.

NO BRAVES OR EVENT PARKING. At no time should any Owner or Resident take the liberty of telling family or friends to freely park in Stonewall Guest parking to then rideshare to Braves games or any other nearby events; to go fishing on the property; or to meet at Stonewall and then all rideshare to go out of town for several days. Friends should rideshare to Stonewall and then the group rideshares together elsewhere. Guest parking is there for the benefit of Owners and Residents who have guests now, not for friends and family of Owners and Residents to park to save money parking elsewhere.

Violations of the Parking rules are subject to the SCA Enforcement Procedures.

TRASH COLLECTION

The Cobb County ordinance on litter includes the following:

Section 19. *“The owner in control of any private property shall at all times maintain the premises free of litter. Provided, however, that this Section shall not prohibit the storage of litter in authorized private receptacles for collection.”*

The SCA supplements the above as follows:

Given the presence of raccoons, cats, and other scavengers, trash **MUST** be placed in bags inside trash cans with tight-fitting lids. Containers must be on patio slabs or at the bottom of the stairs for those units which have steps in the rear.

Individual arrangements can be made between a resident and the trash collection company for the removal of unusually heavy or bulky items, for which extra service the trash company may charge the resident a small fee. Call Reliable Sanitation at 770-943-6900 to schedule a pickup and they will bill you directly.

The collection company **WILL NOT PICK UP ENVIRONMENTALLY SENSITIVE ITEMS SUCH AS PAINT CANS, TIRES, BATTERIES, CHEMICAL COMPOUNDS, ETC.**

Placing household trash or garbage on the Common Area, Limited Common Area, or your own property that in any way is contrary to these rules, is grounds for a \$25.00 per day/occurrence fine to be imposed, in addition to which Owners may be charged for the cost of removing the trash. This policy will be strictly enforced.

Should you have any questions not answered by the above, contact the Board.

TRASH PICKUP SCHEDULE

Collection from patio cans: Mondays only. The current trash collection company is open every day except Thanksgiving Day and Christmas Day. All other holidays that fall on a Monday will not interfere with the normal trash collection schedule.

Collection from curb: Oversized household items are collected from the curb, in designated drop spots around the community, each week (e.g., cardboard boxes, small wooden shelves - basically crushable and burnable items). Please avoid putting items on grass and flowers.

As stated previously, for furniture, metal patio chairs, toilets, appliances, other construction materials, etc. call-in advance to schedule a pickup and they will bill you directly, RELIABLE SANITATION at 770-943-6900. They will give you a date for pickup, and you put the items out in the front of your unit at the curb at dark the night before.

Violations of the Trash rules are subject to the SCA Enforcement Procedures.



● Oversized household items drop point



Building legend:	1 = 3500-3504	6 = 3616-3621	10 = 3707-3713	14 = 3800-3809
	2 = 3505-3512	7 = 3622-3629	11 = 3714-3718	15 = 3810-3816
	3 = 3600-3605	8 = 3630-3634	12a = 3719-3722	
	4 = 3606-3609	CH = 3700	12b = 3723-3726	
	5 = 3610-3615	9 = 3701-3706	13 = 3727-3732	

SALES, LEASES, MORTGAGES, AND ROOMMATES

The sale, lease, or mortgage of a residence is subject to the provisions of the DCCR, Articles X and XI.

Residences must be used for residential purposes only (see the Use Restrictions section of this Handbook). The posting of "For Sale/Rent" or any other type of sign is prohibited, even in windows. "Open House" signs may be placed out the same day of an Open House but must be removed immediately afterwards. The SCA uses social media and a website. Contact the Board to have your notice sent out to the community or posted on social media.

All sales and leases require ten (10) days' notice to the Board of Directors or Property Manager (if applicable) prior to the date of actual occupancy.

Due to requirements by FNMA ("Fannie Mae") to ensure mortgage financing, and to keep the SCA's insurance rates affordable, and in accordance with the DCCR for Stonewall, **RENTING/LEASING IS COMPLETELY DISALLOWED AT STONEWALL AND STRICTLY ENFORCED.** All units are to be Owner occupied. **Any reference to "Tenant" anywhere in this document does not indicate an ability to rent or lease at Stonewall. Renting/leasing is completely disallowed.** It is disallowed by an amendment to the DCCR, which was recorded in May 1983. The only Owners who are permitted to rent or lease are those who have continuously owned their unit (with no transfers of title whatsoever) since the amendment to disallow leasing was approved and recorded in May 1983. Hardship leasing permission is granted from time to time by the Board of Directors, upon written request, in accordance with DCCR Article XI Section 3, those owners who have been transferred out of state by their employers and have tried to sell; and those who can prove financial hardship exists from their inability to sell their unit after having marketed said unit for a reasonable length of time and at a reasonable price. In all cases, the Board must approve ALL leases prior to occupancy and cannot give approval to Owners who are in arrears to the SCA at the time of their request to lease. ALL leases must cover the entire unit, consist of not less than a 12-month term, list all the adult residents, may not have more than two unrelated adults and their immediate family, and contain the renter's compliance statement (found in the DCCR) agreeing to abide by the regulations. Omissions of the aforementioned will result in disapproval of the lease by the Board.

Additionally, "sham" conveyances are not allowed, adopted unanimously by Board Resolution, effective January 1, 2020. **All owners of a unit must have at least a 50% ownership interest in the unit.**

The DCCR, in Article XI Section 6: Roommates, defines Occupancy as "Occupancy, for purposes hereof, shall be defined as staying overnight in a unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year."

Roommate is defined as an adult Non-Owner Occupant who is not an immediate and direct family member (mother, father, sister, brother, son, daughter, or spouse) who occupies a unit *with* an Owner of record. Since renting/leasing is completely disallowed, if someone meets the definition of Occupant and they are not an immediate and direct family member of an Owner, then they must be a Roommate. Adult immediate family members living in a unit but not an owner themselves are Non-Owner Occupants, **and subject to the same restrictions as Roommates if they are living in the unit without the Owner.** See next

paragraph.

Roommates are a benefit allowed to owner-occupied units only (ratified by the Board in June 2018). According to DCCR, in Article XI Section 6: Roommates, roommates must be registered with the Association, may not have pets, and may have only one vehicle which must be parked in an Owner assigned space. Roommates must obtain a parking sticker and will cause the Owner of the unit to be assessed an additional fee of \$10 per month for each roommate over one. **More than one roommate is strongly discouraged as parking is not allowed for more than two vehicles; third vehicle exceptions are extremely rare and will not be granted for roommate situations.** The board adopted rules on May 17, 2020, to enforce the two-vehicle limit in line with the number of spaces assigned per unit. The maximum number of vehicles allowed for any unit is two (2), which is in line with the number of assigned parking spaces per unit. Owners may not borrow or lend an unused space to each other to circumvent the two-vehicle maximum per unit. If there are extenuating circumstances, please contact the Board. Parking is not guaranteed for more than two vehicles per unit.

All roommates, non-owner occupants, and approved tenants must be provided a copy of this Handbook by the Owner and be educated in the particulars of community living as outlined by Stonewall's governing documents.

Under DCCR Article XI Sections 5 and 6, the SCA Board has eviction powers for tenants and roommates who do not abide by the rules and regulations of Stonewall. Fines of violations made by tenants and roommates are applied to the accounts of the Owners.

Lessees cannot sublet or rent out rooms or have roommates or pets. Refer to DCCR, Article XI, for further information on tenants and roommates.

Stonewall is a small community where "everyone knows your name." Please do not circumvent the leasing policy by obtaining roommates, or by any other means, but living elsewhere. The unit will be subject to an initial fine of \$300 plus \$25/day and possibly any legal fees incurred by the Association to resolve the situation.

**Violations of the Sales/Leasing/Mortgages/Roommates rules are subject to the
SCA Enforcement Procedures.**

**SEE ATTACHED ADDENDUM NUMBER 3 REGARDING ROOMMATES AND
NON-OWNER OCCUPANTS**

PETS

The keeping of pets is subject to the Cobb County Animal Control Ordinance and Leash Law, as well as to the provisions of the DCCR, Article X, Section 4, and any other rules or regulations that may be issued by the Board of Directors.

Only household pets may be kept by Owners in their residences, provided that they are not kept, bred, or maintained for any commercial purpose, nor endanger the health of, or as determined by the sole discretion of the SCA Board of Directors, unreasonably disturb any other resident.

Per Article XI Sections 5 and 6, Tenants or Roommates are not allowed to keep pets. Pets are not allowed inside the pool fence or Clubhouse.

Dogs outside of a unit must either be carried or leashed at all times. This is for the safety of both you and your pet as there are birds of prey, coyotes, venomous snakes, and many other dogs in the community who may not do as well with other dogs as yours. The one exception to this rule is stated in Recreation Rules and Regulations, The Park, item 6.

Pets should be walked only on the railroad side of Stonewall Drive. Pet waste should be picked up at all times and in all areas, even if you think no one walks there. We have many vendors and volunteers who work all over the property. Wherever you walk your dog, someone does walk there. Additionally, dog waste bags may not be stored in the Common Area. Please see the Trash section of this Handbook trash or garbage in the Common Area. Please, Keep Stonewall Beautiful and Clean and pick up after your dog at all times and in all areas, and properly dispose of dog waste.

As in all communities, the Owners at Stonewall love animals but will not tolerate irresponsible animal owners.

NOTE: Stonewall has a history of volunteers planting, watering, and generally maintaining the appearances of the islands, street corners, sod beds, and Mount Stonewall. In consideration of their kind efforts, keep pets away from these areas and remove any accidental deposits.

Violations of the Pet rules are subject to the SCA Enforcement Procedures.

OWNER, RESIDENT, AND/OR GUEST CONDUCT

Owners, residents, and guests are expected to conduct themselves calmly and/or professionally when seen or heard outside their own units, including in any part of the Common Area or Limited Common Area (e.g., parking lots and decks/patios). Owners, residents, and guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other owners, residents, guests, occupants, invitees, or directed at the Board, management, its agents, its employees, or its vendors.

Certain forms of speech (e.g., threats of violence, insults, name calling, profanity, obscenity, confrontational words, defamation), whether it be written or verbal, and other forms of harassment (e.g., physical aggression/intimidation/harm, offensive emails/voicemails, stalking, etc.) are prohibited.

Owners, residents, or guests who feel threatened or in danger should call 911 immediately.

At board meetings, special meetings, or annual meetings, attendees may not engage in obscene gestures, shouting, profanity, or other disruptive behavior. If attendees become disruptive, they may be expelled from the meeting. Law Enforcement may also be called upon to eject the disruptive attendee, if necessary.

This section is written in accordance with By-laws Article VIII Section I.

**Violations of the Owner/Resident/Guest Conduct rules are subject to the
SCA Enforcement Procedures.**

PEST CONTROL

Pest control for the exterior of all units and a termite contract are both provided by your monthly assessment. Interior pest control service is available at Owner expense at a significantly reduced rate by the same company that treats the exterior if they are scheduled to come on the same day as the exterior service, which at this time is the second Thursday each month.

SCA currently uses:

Northwest Exterminating	678-383-1030
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Wasp nests (e.g. mud nests on siding or patios) are owner responsibility. Yellow jackets nests (nests in the ground) are treated upon request. Please notify the Board immediately if you find a yellow jackets nest.

Our termite contract is also with Northwest Exterminating, and infestations should be reported immediately to them at 678-383-1030. Owners may call Northwest directly if they suspect termite problems, and to receive re-treatment of any area where termite activity is discovered. SCA's bond with Northwest Exterminating provides for re-treatment and repair.

FIRE SAFETY

Cobb County's general fire/police/ambulance phone number is 911. The Cobb County Fire Department urges all residents to take the following precautions:

1. Install approved smoke detectors on each floor of your unit.
2. Prepare and practice a home fire alarm drill.
3. Keep matches and lighters out of reach of children.
4. Store and use flammable liquids properly.
5. Observe good cooking and baking habits.
6. Keep a fire extinguisher on every floor, and near the stove, fireplace, and grill.
7. Properly control and dispose of smoking materials.
8. Use electrical systems and appliances properly.
9. In the event of fire, call 911.

USE OF GRILLS

Residents should be aware that although the Cobb County Fire Marshall's office strongly discourages the storage/usage of grills on combustible balconies and decks, they are not prohibited in single family residences, including condominiums. However, the Board has adopted rules regarding the storage and use of grills, and the prohibition of other types of open flame devices, here at Stonewall (ratified May 17, 2020). Each unit which desires to use a grill must move it as far away from the building/siding/privacy walls as possible during use; it may be stored but not used on a lower patio/deck where there is an upper deck above; and there must keep a fire extinguisher within reach. Chimineas, fire pits, tiki torches, and such other types of open flame devices, are strictly prohibited.

USE OF THE FIREPLACE

The Cobb County Fire Marshall recommends that Stonewall fireplace chimneys be cleaned yearly before each winter. Chimneys can be cleaned by a professional chimney cleaner, or self-cleaned chemically. The formula is one cup of table salt mixed with one cup of copper sulfate. Half the mixture should be sprinkled on the fire; wait ten minutes, then sprinkle on the rest. Copper sulfate is available at most hardware stores. Aged hardwood is the best firewood; avoid burning soft woods, such as pine; never burn green wood.

HOME SECURITY

Informing Board members or the Board of suspicious activities may be helpful in terms of keeping the community informed, *but the Board has no police responsibilities or powers. If you observe a criminal act, call 911 immediately!* Waiting to notify the Board simply delays the police response. Moreover, if the criminal act is against you or your property, then you are the best one to call the police. The Cobb County Police Department recommends the following home security measures:

1. Keep all doors and windows locked when you are not at home. Keep doors locked even when you are at home.
2. Always lock your vehicles, day and night.
3. Always inform a trusted neighbor if you will be out of town. Leave the neighbor a key and a phone number where you can be reached and ask that your mail and newspapers be collected.
4. Report any suspicious activity to the Cobb County Police immediately at 911.

The Board recommends that the following security devices be installed in your home.

1. Heavy-duty dead bolt lock for front door.
2. Peephole with 180° view angle.
3. Pin or key type locks for windows and patio doors, or a steel pin placed through both jambs of sliding doors. Downstairs' windows should be treated the same as doors.
4. Lay-in or fold type metal rod placed in patio door track behind the active door.
5. You may wish to consider a simple alarm system, such as a motion sensor alarm with cameras, or a video doorbell, which are now available at reasonable prices, are easy to install, and self-monitored on smart phones. Please be sure to obtain approval before making any modifications to the Common Area, including the installation of cameras; video doorbells may be installed without approval.

INSURANCE

Insurance is discussed in DCCR, Article VIII.

The SCA's master insurance policy, paid for from your monthly fees, includes three types of coverage:

- a) Property insurance (discussed below), subject to deductibles.
- b) Comprehensive General Liability (covers the SCA regarding bodily and personal injury and property damage).
- c) Directors' and Officers' Liability.
- d) Fidelity Bond ("Employee Dishonesty").
- e) Workers Comp (yes, even though there are no employees).

The SCA's property insurance provides coverage for the replacement of all parts of the buildings and associated fixtures, as originally constructed. All parts of your unit (excluding your personal property, furniture, etc.) are covered by the SCA's policy, including walls, floors, kitchen cabinets, heating, and cooling equipment, etc. as originally constructed. Changes from the original construction, often referred to as "betterments and improvements," made by you or a previous Owner must be insured by you. For example, Owners must insure upgrades such as floor covering, appliances, cabinets, cooling systems, conversions of half baths to full baths, etc. Also, Stonewall units were not built originally with finished basements or enclosed patios/decks. Therefore, finished basements and any patio covers or patio enclosures must be covered by the Owner's individual policy.

The SCA's current property insurance has a deductible of \$20,000 for water claims and \$10,000 for All Other Perils (such as fire, wind, and hail). If your personal policy does not contain at least \$20,000 of building repair coverage, and you file a claim resulting from water damage caused by broken pipes, accidental discharge of water, or sewage backup, you will have to pay the deductible of \$20,000. If you are uncertain about whether your personal insurance policy provides at least \$20,000 of building repair coverage, Owners should contact their insurance agent and arrange for this amount of coverage. The deductibles apply to damage that occurs in one calendar day; therefore, any known or suspected damage should be reported promptly.

Owners, non-owner occupants, roommates, and tenants should be aware that Stonewall's insurance policy does not cover loss of use of a unit being reconstructed after fire or other disaster. If you wish to insure compensation for the cost of relocation during such a period, Owners must see that their personal insurance policy includes such coverage.

SCA's insurance policy is currently with Farmers Insurance, and our Agent is Lucas Hathaway, telephone 678-701-5010. Lucas has offered to discuss any questions you might have, or clarification Owners may need. Lucas will also review an Owner's current policy as a courtesy and at no charge.

SEE ATTACHED ADDENDUM NUMBER 4, "CERTIFICATE OF INSURANCE EXAMPLE."

RECREATION RULES AND REGULATIONS

GENERAL

1. Facilities are for use by residents and their guests only. The resident must accompany guests. Residents **ARE NOT ALLOWED** the use of recreational facilities if their Association accounts are in arrears.
2. Barbeque areas must be left clean and neat with all trash in bins (trash bins are provided at the Pool but not in the Park). All trash must be bagged. Please leave bins tightly sealed. Residents must provide charcoal and tools.
3. Radios and/or stereos should be kept at low volume so that neighbors in surrounding units will not be disturbed.
4. There are no facilities for baseball, softball, golf, or tennis in the complex. There is a basketball court with one pole and hoop in the Stonewall Park on Stonewall Terrace.
5. Children and pets are not allowed to play on the islands, in the parking areas, or on Mount Stonewall.
6. Other than the Clubhouse, no facilities (e.g., barbecue grills, pool chairs, picnic tables, basketball court, etc.) may be reserved in advance or saved for future use.

POOL (Open approximately from May to September)

1. Hours of operation are 9 a.m. to 10 p.m. during pool season.
2. No lifeguard is on duty. Swimming is at your own risk.
3. All children ages 12 and under (under 13) must be accompanied by an adult age **18 years or older**. All children 13 years of age or older do not require adult supervision but may **not** serve as "adult supervision" for children 12 and under.
4. Gate must be closed at all times. Gate code is for residents only. Guests must be accompanied by the resident.
5. Pool divider rope must be in place at all times.
6. **NO GLASS** in or around the pool. An immediate \$25 fine will be assessed. No warning, no exceptions.
7. No running, pushing, horseplay, or yelling in the clubhouse or pool area.
8. No "beer pong" or other types of drinking games allowed in the pool. This leads to cans and other items clogging the skimmers.
9. No pets or animals of any type in pool or Clubhouse.
10. No skateboards, roller skates, scooters, or bicycles.
11. No small metal toys or other sharp objects in the pool and pool area.

12. Commercially prepared suntan lotion only; no other kinds of oils or creams.
13. No diapers allowed in the pool.
14. In the event of rain, the pool closes due to lightning hazard.
15. CAMERAS ARE IN USE AT THE POOL and CLUBHOUSE. This is a public area with no expectation of privacy.

Please treat the pool area like you would your own home: Smoking at the pool is strongly discouraged and ashtrays are not provided. Also, if you use an umbrella, put it in the “down” position before you leave.

PARK (Open year-round)

1. Hours are from 10 a.m. to sunset. The Park may not be used for recreational activities after dark.
2. Play is at your own risk.
3. No swimming in the lake. Any use of the lake is at your own risk.
4. No softballs or baseballs.
5. Pets are allowed in the Park, must be leashed when escorted to the park, and may be temporarily unleashed for exercise (e.g., ball, Frisbee) as long as they remain under direct voice control of the Owner or other responsible person. They must not create a nuisance or bother other guests. EVERYONE MUST CLEAN UP AFTER THEIR PETS. When leaving the Park, make certain your pet is properly leashed and all waste is removed.
6. NO PARKING IN FRONT OF RESIDENCES ON THE TERRACE. If you do not live there, do not park there! Please walk to the Park or park in Guest parking.
7. There are two charcoal grills in the Park for use on a first come, first served basis. Please bring your own charcoal and supplies, make sure all coals are extinguished when finished, and take everything with you when you leave. Please try to share if others are waiting to use a grill.
8. Trash cans are not provided in the Park. Please bring your own bag and remove all trash when you leave. Please do not carelessly dispose of food, especially chicken or pork bones, as those are hazardous and even fatal to dogs and other animals.

CLUBHOUSE

Any Owner may use the Clubhouse on a reservation basis. The Clubhouse is equipped with a kitchen (refrigerator, freezer, range with oven, two sinks, disposal – no dishwasher), main room with fireplace, and bathrooms. A party of up to 35 or 40 may be accommodated. Use the Create A Request feature in the Owner Portal. There is a fee of \$25, assessed to the owner ledger. A deposit is not collected; however, if the Clubhouse is not left clean, your Owner ledger will be assessed a cleaning fee of \$100.

CLUBHOUSE AND POOL AREA USE AND RESERVATION POLICY

Please use and enjoy the Clubhouse and leave it in a well-maintained condition. It is understood however that you are responsible for all expenses that SCA might incur as a result of any damage caused by Owners or their guests to the Clubhouse or furnishings. A cleaning assessment of up to \$100, and cost to repair any damages, will be assessed directly to the Owner account. If the Clubhouse is satisfactorily cleaned and damage-free after the function, no charges will be assessed. **THE CLUBHOUSE IS A NON-SMOKING FACILITY.**

Owners may schedule the exclusive use of the Clubhouse but not the swimming pool area, i.e., you may plan a pool or pool-side party (which must not last beyond 11 p.m.) but other SCA members may exercise their right to use the pool or to occupy the pool-side area during the party. **NO SPEAKERS ARE ALLOWED IN THE POOL AREA EXCEPT DURING DAYLIGHT HOURS.** Please consider all neighbors who live near the pool when adjusting the volume on music.

When minors use the facility, they must be accompanied by resident adults who will exercise sufficient control to keep noise at a reasonable level (especially during evening hours).

Court decisions have held individuals and groups responsible for intoxication that has resulted in injury or property damage. The Board cannot be responsible for policing the use of intoxicants when members are using the Clubhouse; therefore, you must accept the responsibility for any problems that might occur as a result of individuals becoming intoxicated and creating a disturbance, damage, etc., on SCA's property and/or after an individual(s) departs SCA's property in an automobile.

New Owners will be given the code to the Pool Gate in their Welcome Email.

CLUBHOUSE PUNCLIST

At the beginning of the year, and from time to time throughout the year, we have a cleaning service clean the entire Clubhouse – kitchen, bathrooms, windows, and tile. Because of this, we have made a list of things to be done after you have rented the Clubhouse. If these things are not done, we will assess the Owner account \$100 and use that money to have it cleaned. Following is a list of items that must be completed in order to avoid a cleaning assessment. When scheduling permits, Owners may do this cleaning the day following the reservation instead of the same night.

*****TURN ON HOT WATER HEATER AT THE BREAKER PANEL AT THE START OF THE EVENT*****

1. Turn heat down to 60° during winter; set AC to 80 during the summer. _____
2. Sweep the entire area. _____
3. Mop kitchen and foyer floors. _____
4. Sweep and mop hallway and bathrooms. _____
5. Clean both bathrooms (sink, toilets, and floor). _____
6. If refrigerator was used, wipe it out and remove everything you brought. _____
7. Clean kitchen sink, counters, stove, and oven. _____
8. Return any chairs taken from storage. _____
9. Place furniture back in original positions. _____
10. Clean off all tables. _____
11. Turn off all lights. _____

*****TURN OFF HOT WATER HEATER AT THE BREAKER PANEL AT THE END OF THE EVENT*****

FIREPLACE USE IN CLUBHOUSE IS NOT ALLOWED

NO SMOKING IN THE CLUBHOUSE

ADDENDUM NUMBER 1 - APPROVED PAINT COLORS and DOOR STANDARDS

Approved Paint Colors

All Exterior Colors except Front Doors and Storm Doors are Oak Flat

-Oak Flat is a Sherwin Williams color and there is a Sherwin Williams store about 1.5 miles from Stonewall.

-The Association usually has a can of siding paint around to lend to owners for touch-ups, or to vendors doing repairs.

Exterior Paint Colors:

(Colors listed are DURON Paint unless otherwise noted)

Hardi Board Siding, Soffits, Fascia Boards, Rear
Doors, and Trim
(French Doors):

“OAKFLAT”

Weathershielded Exterior ACR Satin

Base: 11103 Midtone

Tint Formula: B-6Y12 C-8Y46 1-3Y46

(Most French Doors are metal and will require an oil-based paint in this color.)

***Any pre-finished color or other paint supplier must be submitted to the ACC for approval. The alternatives must match the Hardi Board Color.

Front Door:

Prior Approval for painting your current door is not required as long as it conforms to these brands and colors. Homeowners assume all liability for door painting and maintenance.

BEHR Paint:

“WILLOWWOOD” ECC-41-2 (Brown Tone) “REDBLUFF” ECC 336-3 (Brick Red Tone)

BENJAMIN MOORE Paint

“BLACK FORREST GREEN”
RME-46 (Dark Green Tone)

Approved Storm Doors, Front Entry Doors, Windows, and Sliding Glass Doors

Approved Storm Doors:

Approved Storm Doors (Available at Home Depot; additional information and specifications available at <http://www.stormdoors.com>)

Option 1: Andersen Storm Door 4000 or 3000 Series Fullview

Color: Bronze

Hardware: Contemporary Oil Rubbed Bronze

Kickplate: Bronze / Oil Rubbed Bronze

Glass: a. Standard Glass – Laminated Safety Glass (4000 Series) b.
Standard Glass – Thermal Insulating Glass (4000 Series) c.
Standard Glass – Clear Glass (3000 Series)

Option 2: Andersen Storm Door 3000 Series Self-Storing

Color: Bronze

Hardware: Contemporary Oil Rubbed Bronze

Kickplate: Bronze / Oil Rubbed Bronze

Glass: a. Standard Glass – SlideAway Insect Screen (3000 Series)
b. Standard Glass – TruEase with TruScene (3000 Series)

Storm doors should be matching - brown (bronze) for brown front doors, matching green for green front doors, and "same as siding" (typically "Sandtone") for red front doors.

Find examples of storm doors in Sandtone currently in use by searching in the Owner portal.

Approved Front Entry Doors (Available at Home Depot; additional information at www.masonrite.com):

Door Option 1: Masonite Entry Door – 2 Panel Craftsman with Clear 6 Lite Glass (no Shelf) (BLS-215-06E-2)

Door Option 2: Masonite Entry Door – 3 Panel Craftsman (no Shelf) (MHD)

Door Option 3: ACC approved equivalent.

Note: Masonite Entry Doors are available with baked on finish in the approved entry door colors: Willow Wood, Red Bluff and Black Forrest Green.

Exterior Hardware (to include door knobs, building numbers, mailboxes, and light fixtures) shall be OIL-RUBBED BRONZE Or Black
ACC Modification Request must be submitted and approved for all changes to Exterior Hardware.

Approved Replacement Windows, including Sliding Glass Doors:

-Must be the same size as the original windows

-Must be a horizontal slider (opens side-to-side, not up-and-down)

-Window frame must be **“architectural bronze”** and trim or “caps,” if needed, must match the siding.

This is another Front Entry Door approved in 2021 (available at Lowe's):

- Therma-Tru® Benchmark® fiberglass doors won't warp or rot like wood, nor will they dent or rust like steel
- Smooth Surface Collection adds a sleek look to the entry with a smooth surface perfect for paint
- Emerson decorative glass features an arched design in this Craftsman-lite door for a modern twist on classic American style
- Our unfinished Smooth Surface doors are primed and ready to paint
- Self-aligning hinges help position the door to properly compress the weatherstrip to help form a tight seal when the door closes
- Durable low-maintenance fiberglass is built for long-term performance
- Backed by a lifetime limited warranty for peace of mind
- Pre-hung, ready-to-paint and install for your convenience with options for right- and left-handed entries



ADDENDUM NUMBER 2 - PARKING SPACE ASSIGNMENTS

Unit	Street	Space # per the Diagrams	Unit	Street	Space # per the Diagrams	Unit	Street	Space # per the Diagrams
3500	Place	194	3600	Court	168	3630	Drive	108
3500	Place	193	3600	Court	167	3630	Drive	107
3501	Place	192	3601	Court	166	3631	Drive	106
3501	Place	191	3601	Court	164	3631	Drive	105
3502	Place	190	3602	Court	165	3632	Drive	104
3502	Place	189	3602	Court	163	3632	Drive	103
3503	Place	188	3603	Court	162	3633	Drive	102
3503	Place	187	3603	Court	161	3633	Drive	101
3504	Place	186	3604	Court	160	3634	Drive	100
3504	Place	185	3604	Court	158	3634	Drive	99
3505	Place	184	3605	Court	159	3727	Drive	46
3505	Place	183	3605	Court	157	3727	Drive	45
3506	Place	182	3606	Court	156	3728	Drive	44
3506	Place	181	3606	Court	153	3728	Drive	43
3507	Place	180	3607	Court	155	3729	Drive	42
3507	Place	179	3607	Court	150	3729	Drive	41
3508	Place	178	3608	Court	147	3730	Drive	40
3508	Place	177	3608	Court	146	3730	Drive	39
3509	Place	176	3609	Court	154	3731	Drive	38
3509	Place	175	3609	Court	145	3731	Drive	37
3510	Place	174	3610	Court	144	3732	Drive	36
3510	Place	173	3610	Court	142	3732	Drive	35
3511	Place	172	3611	Court	148			
3511	Place	171	3611	Court	143			
3512	Place	170	3612	Court	149			
3512	Place	169	3612	Court	141			
			3613	Court	151			
			3613	Court	140			
			3614	Court	152	3622	Court	124
			3614	Court	139	3622	Court	123
			3615	Court	138	3623	Court	122
			3615	Court	137	3623	Court	121
			3616	Court	136	3624	Court	120
			3616	Court	135	3624	Court	119
			3617	Court	134	3625	Court	118
			3617	Court	133	3625	Court	117
			3618	Court	132	3626	Court	116
			3618	Court	131	3626	Court	115
			3619	Court	130	3627	Court	114
			3619	Court	129	3627	Court	113
			3620	Court	128	3628	Court	112
			3620	Court	127	3628	Court	111

			3621	Court	126	3629	Court	110
			3621	Court	125	3629	Court	109
Unit	Street	Space # per the Diagrams				Unit	Street	Space # per the Diagrams
3701	Circle	98				3800	Terrace	34
3701	Circle	96				3800	Terrace	1
3702	Circle	97				3801	Terrace	33
3702	Circle	94				3801	Terrace	31
3703	Circle	95				3802	Terrace	32
3703	Circle	92				3802	Terrace	30
3704	Circle	93				3803	Terrace	29
3704	Circle	91				3803	Terrace	28
3705	Circle	90				3804	Terrace	27
3705	Circle	89				3804	Terrace	26
3706	Circle	88				3805	Terrace	25
3706	Circle	87				3805	Terrace	24
3707	Circle	86				3806	Terrace	23
3707	Circle	84				3806	Terrace	22
3708	Circle	85				3807	Terrace	21
3708	Circle	83				3807	Terrace	20
3709	Circle	75	3718	Circle	78	3808	Terrace	19
3709	Circle	71	3718	Circle	62	3808	Terrace	18
3710	Circle	74	3719	Circle	79	3809	Terrace	17
3710	Circle	70	3719	Circle	58	3809	Terrace	16
3711	Circle	73	3720	Circle	80	3810	Terrace	15
3711	Circle	68	3720	Circle	57	3810	Terrace	14
3712	Circle	72	3721	Circle	81	3811	Terrace	13
3712	Circle	67	3721	Circle	56	3811	Terrace	5
3713	Circle	76	3722	Circle	82	3812	Terrace	12
3713	Circle	69	3722	Circle	55	3812	Terrace	4
3714	Circle	77	3723	Circle	54	3813	Terrace	11
3714	Circle	66	3723	Circle	50	3813	Terrace	3
3715	Circle	65	3724	Circle	53	3814	Terrace	10
3715	Circle	61	3724	Circle	49	3814	Terrace	2
3716	Circle	64	3725	Circle	52	3815	Terrace	9
3716	Circle	60	3725	Circle	48	3815	Terrace	8
3717	Circle	63	3726	Circle	51	3816	Terrace	7
3717	Circle	59	3726	Circle	47	3816	Terrace	6

Information Regarding Stonewall Condominium Association Insurance Policy:

The association's insurance policy provides property coverage for your unit (structure).

*Your unit is covered based on *original building plans*. Example: fixtures, cabinets, floor and appliances would be replaced with new items of like kind and quality to those originally installed when the unit was originally built. Any upgrades/betterments/improvements are NOT covered by the association's policy, and this includes upgraded carpeting, wall and floor coverings, cabinets, countertops, and other permanently installed fixtures, and finished basements or enclosed decks/sunrooms. Stonewall units were built originally without finished basements or enclosed decks/sunrooms.

*The property insurance policy is written under "Special Form" coverage. Perils insured include: fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden water escape from plumbing and frozen pipes.

*No coverage is provided for wear and tear; deterioration; settling or cracking of foundation, walls, basements or roofs. These events are classified as maintenance issues. "Seepage" is also not a covered peril.

Information Regarding Unit Owner's Insurance:

The association's master insurance policy will not respond with coverage until the damage exceeds the property deductible. Each unit owner is responsible for this deductible. Each owner should purchase an HO-6 Condominium Owner's policy. This type of policy will provide insurance coverage which will complement the association's master policy.

Recommended coverages for your HO6 policy:

- The Association's Master Insurance Property Deductibles: \$20,000 for Water losses and \$10,000 All Other Perils. Make sure your own property coverage or Loss Assessment is, at a minimum, \$20,000. Please ask your agent where this is covered in your own policy.
- Building Property: any improvements or betterments~ upgrades made to your unit after the original sale plus the deductible (e.g. if you purchased unit with any upgrades and/or a finished basement, you have to insure for that).
- Personal Property: for your contents and personal belongings (\$5k- \$10k per room)
- Loss Assessment: protecting you in the event a special assessment is imposed by the association because the master policy limits were exceeded
- Loss of Use: in the event that you need to live elsewhere when a covered loss renders your unit uninhabitable
- Personal Liability Protection: liability protection for you personally against claims from third parties alleging bodily injury or property damage.

If you have any questions regarding this information please call: 678.701.5010

You can also have your personal insurance agent call us to review on your behalf.

For certificates of insurance please email: lhathaway@farmersagent.com

Incidents that might result in a claim against the Association should be reported immediately to the Stonewall Board of Directors.