

RULES AND REGULATIONS OF CAMBRIDGE COMMON

These Rules and Regulations are provided to elaborate some of the requirements of the Declaration to which residences at Cambridge Common are subject. Additionally, these Rules and Regulations are provided to promote a harmonious living environment, maintenance of value and security of Owners. The Board of Directors of the Cambridge Common Homeowners Association, Inc. is responsible for issuing, administering, and amending these Rules and Regulations. Homeowners will be notified by the Board of any violations of the Rules and Regulations. If after a second courtesy notice a violation continues, a fine may be assessed by the Board. In all questions about the property, owners should consult the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements of Cambridge Common, the By-Laws of Cambridge Common Homeowner's Association, Inc., and Rules and Regulations.

I. MONTHLY DUES

All homeowners are required to pay monthly dues which constitute a lien on the property. These dues are mandatory; they are not optional. The monthly dues are due on the 1st day of the month. Any dues that are paid after the 10th of the month shall incur a late fee of \$22.00. If the dues are not paid within 60 days, the lien shall include an additional late charge of ten percent (10%) of the dues, interest on the principal amount and the late charge at the maximum rate permitted by law from the date first due and payable, plus all costs of collection incurred. If the dues remain unpaid after sixty (60) days, the Board of Directors may institute a suit to collect amounts due or to foreclose its lien.

II. GARBAGE COLLECTION

Garbage, recycling and yard debris collection is provided by DeKalb County for curbside pickup on a single day per week. All three types of trash are collected on the same day.

Owners are required to keep their trash in approved containers and to observe the time requirements as to when such containers are to be left at the curbside and removed from public view after the garbage has been collected. At no time shall any garbage, trash, refuse, lawn cuttings or shrub cuttings be deposited for pick-up or otherwise left on any portion of the property except in approved containers.

Approved containers are:

- 1) Household Garbage – sturdy, sealed opaque plastic garbage bags
- 2) Household Garbage – permanent green roll carts supplied by Dekalb County
- 3) Yard Debris – durable metal and plastic containers or durable biodegradable paper bags
- 4) Recycling – county issued, blue recycling bins or bags

Such containers shall be left at the curbside no earlier than 5:00 p.m. of the day

immediately preceding the designated day for garbage pick-up, and all permanent containers shall be withdrawn from public view not later than 7:00 p.m. of the day of garbage pick-up.

Each homeowner is responsible for disposal of any garbage or other debris that may be spilled on his curbside during the course of garbage pick-up and the Owner should promptly remove such debris to a suitable container. Under no circumstances shall an Owner place trash for pick-up on the property of another Owner.

Homeowners should not store a county-supplied roll cart or recycling bin either on the front porch of a home or in front of a home. Homeowners are not required to use the county-provided roll carts, but must place the garbage in large heavy-duty trash bags at the curb on the designated collection day.

Homeowners should follow all hazardous waste disposal rules, especially with regard to paint. Homeowners can dispose of unused paint with normal household garbage, but the containers must be one gallon in size or smaller with the lids removed and the paint completely dry. Either allow the paint to air dry or use commercially available hardeners or substances, such as cat litter, that will absorb the liquid. Use a paint stick to ensure the paint is completely dry to the bottom of the can.

The DeKalb County Sanitation Department has posted information about garbage collection, recycling, yard debris, special collection, holiday collection schedules, and other useful information, on its website at: <https://www.dekalbcountyga.gov/sanitation/about-sanitation>.

III. EXTERIOR APPEARANCE

1. In order to promote a harmonious and attractive exterior appearance of the Residence buildings, Owners should not obstruct sidewalks, driveways, entrances, front yards, or back yards with any lawn furniture, bicycles, scooters, or other articles except when such articles are in active use. Appropriate outdoor furniture may be placed on front porches. Indoor furniture is not permitted on decks or porches. Articles of clothing, rugs, mats, etc. may not be draped over railings on porches or decks. Lawn furniture and patio tables are permitted upon private decks on the rear or sides of Residences; however, no lawn furniture or other article shall be maintained on the walkways along the front part of any residence or in the front yards. Potted plants should be elevated off wooden surfaces (porches, stairwells, decks) to allow circulation of air and prevent mold and rotting of building exterior surfaces..

No radio aerial, television antenna, satellite dish or other radio wave transmission or reception installation may be made on any portion of the exterior of any building without the prior written consent of the Board of Directors. All requests must go through the management company, Marquis Management, Inc. The penalty for violating this regulation is \$150 and the device will be removed at the owner's expense. Satellite

dishes that were installed prior to the date of this revision and are in active use are grandfathered in. Those not in active use will be removed.

2. One “for sale” sign may be displayed in front of the home along with informational brochures for a period of one year. At realtor request, an additional "For Sale" sign may be permitted at the entrance to the community only on weekends. Signs advertising "Open House" are permitted only on the days open houses are held. Any requested variance to this policy must be submitted in writing for Board approval through the management company, Marquis Management, Inc. If the property has not sold after one year, the owner should submit a written request to the management company asking for an extension and providing details on activities to date and reasons the home has not sold. The Board will consider the request and get back with the owner.
4. The Association has written contracts with landscape firms to maintain the lawns and grounds. Changes often affect their ability to maintain the property as well as affect the cost of the service. Before planting shrubs or trees, permission must be obtained from the Landscaping Liaison and the management company, Marquis Management, Inc. This is to ensure that the choice of plant material and location does not adversely impact routine scheduled maintenance of the grounds. In existing beds adjacent to buildings, flowers or small decorative plants may be planted.

IV. PERMANENT EXTERIOR ALTERATIONS - *Article IX- Architectural Control of the Declaration of Covenants* addresses the process for requests for permanent modifications. All requests must be in writing. To obtain an Architectural Control Committee (ACC) form, email accrequests@posolutions.net or complete the ACC Request online via Cambridge Common’s website.

1. Owners are not permitted to enclose the front or rear patios, decks, or walkways with glass, attach awnings, fences or anything which affect the exterior appearance of the buildings except with the prior written approval of the Board of Directors. All requests must go through the management company, Marquis Management, Inc..
2. In order to facilitate the proper common maintenance of front and rear yards, Owners are not permitted to erect fences upon front or rear yards except with the prior written approval of the Board of Directors. In considering any request for such approval, the Board of Directors shall consider, among other things, whether or not the effect of such alteration would be to materially detract from a balanced and consistent exterior appearance of the building as a whole, the quality of construction proposed, the proposed skill and reputation of the contractor, and the ability of the Association to carry out its responsibilities for maintenance without increased trouble, expense, or risk of liability. All requests must go through the management company, Marquis Management, Inc.
3. No Owner shall mark, paint, drill, dig, or in any other way deface or alter any exterior walls, shrubbery, or grounds without approval from the Board. All requests must go through the management company, Marquis Management, Inc.

4. Adding To/Altering A Unit

No alterations, additions or modifications of exteriors or planting materials, including trees, are permitted without prior written approval of the Board of Directors. All requests must go through the management company, Marquis Management, Inc.

V. SECURITY AND SAFETY

1. No combustible material shall be maintained at any place upon the Property or within any residence in such manner as to increase the fire hazards upon the Property. Accordingly, under no circumstances shall any gasoline, flammable solvents, fireworks, black powder or other explosive materials be maintained at any place upon the Property or within any Residence. The foregoing shall not preclude the storage in customary and safe manner of firearms and factory-prepared ammunition provided the same shall be maintained in a safe manner and away from sources of ignition such as heating units, heating ducts, stoves, fireplaces, electrical boxes or junctions, or in closets and other areas near to such sources of ignition.

2. Charcoal and gas grills may be used and maintained on rear decks or patios except that no charcoal or gas grill may be used under any circumstances indoors or under a roof, ceiling, umbrella, low-hanging tree or other potentially combustible material immediately above such grill. Owners should at all times exercise extreme care when using grills. In the event any damage is caused to the exterior of any building from smoke, grease or other emissions from the use of a grill, the Owner using same shall be responsible to the Association for the expense of repairing the damage caused. Outdoor fireplaces and chimneys are not allowed.

3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Property except that dogs, cats or other common household pets may be kept by Owners within their respective Residences, provided that such animals are not kept, bred or maintained for commercial purposes. No pet enclosures or runs shall be maintained on any portion of the Property. Further, each Owner is responsible for ensuring that their pets neither endanger the health of other residents nor, in the sole determination of the Board of Directors, unreasonably disturb the residents of any other Residence. If, in the determination of the Board of Directors, the keeping of any animal would be in violation of any of these Rules and Regulations or of the Declaration, the Owner of such animal shall immediately remove the same from the Property. Pets must be controlled so as not to disturb other residents or create a nuisance. Any pet feces must be removed by the pet's owner immediately. These

Rules regarding pets are created in accordance with the DeKalb County Ordinances <http://www.dekalbcountyanimalservices.com/ordinances.asp>.

4. Mutual safety and security can be promoted by Owners taking an active interest in knowing who their neighbors are. Owners should be alert for unfamiliar persons walking around buildings or calling upon individual Residences. Once Owners have

learned more about their neighbors, they should then carefully guard that information and should not inform strangers of time schedules or other matters concerning their neighbors. Participation in a neighborhood watch should be encouraged.

VI. AUTOMOBILE REGULATIONS

1. No automobile, moving van, delivery truck or other vehicle shall at any time or under any circumstances be parked, driven across or driven onto the lawn or walkways of the Property. Any damage resulting from a violation of this Regulation shall be a direct expense of the Owner directly or indirectly responsible therefore.
2. The maximum speed limit within the roadways of the Property shall be 15 miles per hour.
3. No repairs or service to any vehicle shall be undertaken at any place upon the Property, except such emergency repairs as are necessary to permit the removal of such vehicle to another location for repairs or service.
4. Overnight parking of trailers, boats, and other recreational vehicles or equipment is not allowed.
5. No vehicle, operable or inoperable, may be stored on the premises. Only cars that are driven regularly may be parked in parking areas. The Owner of any vehicle left undriven for 30 days or more will be contacted by the management company, unless written permission to park the vehicle has been given by the Board. If the vehicle is not removed within 10 days of the notice from the management company, it may be towed from the premises at the Owner's expense and/or a penalty assessed against the Owner.

VII. DISTURBING NOISES AND NUISANCES

1. A living environment with close neighbors places a premium upon individual consideration in order to maintain privacy and enjoyment. As guided by common thoughtfulness, no Owner should make or permit anyone in or using his Residence to make noise or conduct activities which would disturb the privacy or quiet of other residents. Sound producing devices (i.e., radios, etc.) should not be used at any time about the exterior of the Residences in such a manner as to be heard from the exterior of the immediately adjoining Residence. Loud noises and other disturbing activity should not be conducted within a Residence at any time before 9:00am nor after 10:00pm.
2. No type of business or business related activities may be operated on the premises or from a residence as defined by DeKalb County Zoning laws. Telecommuting, operation of personal computers in conjunction with outside employment, is allowed.

3. Only appropriate decorations, including Christmas lights, are permitted. None may be placed on common areas except with the permission of the Board. All requests must go through the management company, Marquis Management, Inc.

VIII. INTERIOR MAINTENANCE

Owners shall not do anything to overload electrical circuits or to clog plumbing systems. Any damage to common electrical lines or stoppage in the plumbing systems as a result of misuse or neglect by a particular Owner shall be repaired by the Association and the Owner responsible therefore shall reimburse the Association upon demand for the expenses incurred due to such misuse or neglect.

IX. SELLING/RENTING OUT A UNIT

1. The Seller should inform the Board and the management company, Marquis Management, Inc. in writing when the unit goes up for sale or rent. The Board also requests identification of the realtor and asking price. This information can be printed in the newsletter, if the owner desires. If you decide to lease your unit, please refer to the leasing amendment for regulations and Item #3 below.
2. The Seller should give the Board and the management company the name of any new purchaser, mortgagee or lessee before closing. The Board also requests identification of the realtor and selling price. This information will be used to assist other sellers in the future.
3. The amendment to our by-laws and covenants regarding leases was officially recorded at DeKalb County courthouse on November 23, 2011. All leases begun after this date must meet the new requirements. The highlights of the new requirements are that you must: notify both the Board of Directors and Marquis Management, Inc. of your intent to lease; apply for a leasing permit; provide a copy of the lease to the management company along with the tenant's contact information; and your lease must contain the required language from Section 13. The penalties for violating this regulation are severe - \$500 for failure to apply for a leasing permit with an additional \$200 per month until the violation is remedied. Leases begun before November 23, 2011 are considered grandfathered in, but once this lease expires, the homeowner goes to the end of the list and begins the process under the new guidelines.