

GENERAL INFORMATION AND RULES AND REGULATIONS
OF
THE LANDMARK CONDOMINIUM ASSOCIATION, INC.
(Revised January 2022)

This document shall also be known as the Homeowners' Handbook. The purpose of this document is to provide the Owners and Occupants with General Information about The Landmark. It references provisions of the Declaration that apply to the use of a Unit and Common Property. It also contains the Rules and Regulations of our community.

ALL PROVISIONS OF THE DECLARATION AND BY-LAWS OF THE ASSOCIATION APPLY AT ALL TIMES.

The Rules and Regulations have been adopted by the Board of Directors of The Landmark Condominium Association, Inc. (the Association) to provide each owner of The Landmark Condominium (The Landmark) with the best possible quality of their respective Property.

MAINTENANCE

1. For common area maintenance, contact the Office at (404) 659-7035, landmarkcondomanagement@gmail.com. For common area issues after normal business hours, contact the front desk at (470) 925-9604
2. All maintenance problems, including but not limited to leaky faucets, building repairs, or pest control problems, should be reported to management in person or via email. All owners are responsible for appropriately maintaining everything within their unit(s), including but not limited to plumbing that serves the unit, disposals, air handler units, appliances, and all limited common elements assigned to that unit.

EMERGENCIES

1. In the event of a life-threatening emergency, a crime, or suspicious activity, call "911".
2. For non-emergencies on interior issues (noise, weed, unacceptable behavior, or rule/maintenance issues), contact the front desk by calling (470) 925-9604. Provide your name, unit number, and telephone number.
3. The Association is not required to provide measures or take actions that, directly or indirectly, improve security in the condominium. Each owner, for himself or herself, and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that neither the Association nor its agents are a provider of security. Neither party shall have a duty to provide security on the condominium. Each owner's responsibility is to protect his or her person and property, and all responsibility to provide such security shall lie solely with each unit owner. Neither the Association nor any agent thereof shall be held liable for any loss or damage by reason of failure to provide adequate security.

FIRE PROTOCOL

1. In the event of a fire, call 911 and use the nearest and safe stairwell to exit the building. Fire alarms are located on each floor at each end of the hallway. Fire extinguishers are located at each end of the hallways.
2. In case of fire, use the stairwell exits at each end of the hallway.
3. Elevators should never be used in the event of a fire.
4. BE PREPARED TO KNOW THE EVACUATION ROUTES FROM THE BUILDING. Never use the elevator. Stairways are marked with exit signs, and each floor is marked.
5. Do not re-enter the building until it is safe.
6. If all other measures fail and you are trapped, stay inside your unit. Close all doors between you and the fire, seal openings around doors with wet rags or other wet materials, and hang a white sheet out of the window.

If you are handicapped or need special assistance, please make Management aware.

MAIL

1. Individual mailboxes are located adjacent to the lobby on the east side (mail room).
2. Each homeowner is responsible for keys through the United States Postal Service at the Ralph McGill office.
3. Parcels too large for the individual mailboxes are stored in the mail closet in the lobby.
4. Contact the front desk for pickup assistance. There is a limited amount of space in the secured mail closet.
5. Please pick up all packages within five business days unless otherwise communicated with the office. If needed, package placement inside the unit can be coordinated with the lead concierge.
6. A mailbox for depositing outgoing envelopes is located by the elevators in the lobby, and a mail slot is located on each floor by the elevators for the same purpose.

LAUNDRY

1. Coin and card-operated washers and dryers are on the lower level (east side of the building) for the use of homeowners and tenants.
2. The laundry is open 24 hours a day.
3. The laundry is not a public facility and is restricted to occupants of the Landmark.
4. Keep the laundry area clean and report any needed repairs via notification to the office or front desk.
5. If there is a malfunction and the washers or dryers do not come on when you insert your money, there are signs in the laundry room with instructions on initiating a refund yourself.
6. Remove your finished laundry promptly.
7. If a machine has completed its cycle, the next user may remove the contents of the previous user to the counter.
8. Any clothes left in the laundry room for more than 48 hours will be considered abandoned and may be thrown away.
9. The Landmark and/or the Association are not responsible for misplaced or missing items in the Laundry.
10. Tampering with laundry room equipment is prohibited and subject to fines.

TRASH CLOSETS

1. Trash closets are located near the elevators on each floor.
2. To consider others, deposit trash into the trash closets before 10:00 PM.
3. All trash must be bagged and tied when using the trash closet.
4. Do not deposit paint, building materials, or other hazardous materials in the trash closets.
5. Boxes must be broken down and taken to the recycling area by the loading dock.
6. Deposit raw food items directly in the dumpsters located at the west-end loading dock on the lower level.
7. Depositing building materials in dumpsters, trash closets, or common spaces is prohibited.
8. Violators of item 7 of this section will be fined \$150.00 and requires immediate removal. Continued violation will result in a daily \$50.00 fine.

RESERVED PARKING

The Landmark owns and manages the Reserved Parking area on the west side of the building. This area is marked and reserved for resident visitors, building staff, and contractors/repair companies.

1. No owner or tenant of The Landmark shall park in the reserved parking area without written approval from the office.
2. Reserved Parking is not allowed for short-term rentals or their guests.
3. A visitor occupying a reserved parking space must enter the building and register at the front desk.

4. Any vehicle violating provisions of reserved parking could be towed or booted at the owner's expense.
5. A visitor must sign in every 24 hours without written approval from the office.
6. Do not park in front of the building. This area is for emergency vehicles, ride share, and food drop-offs only. Violators will be fined \$150.00.

KAPLAN PARKING

Excluding the reserved parking area, all other parking is owned by Kaplan Parking. For all questions regarding the parking lot, contact Kaplan Parking.

GUESTS

1. For purposes of this document, "Guest" means anyone who does not own or reside in a unit with a current, minimum 6-month lease on file in the management office.
2. All guests must provide proper government-issued ID, sign in, and sign out on the log provided at the front desk, with the concierge on duty providing all the information required on the form.
3. The office manager and front desk shall be notified when guests will be occupying a unit in the owner's absence.
4. Guests must pay to utilize condo amenities.
5. Guests are expected to abide by all rules and regulations of the Association, including the short-term Rental and Guest Policies.
6. To ameliorate any nuisances in the building, hosts shall furnish guests with all necessary information, including but not limited to correct parking space, proper access to the unit, and all rules and regulations.
7. Owners must either: provide guests with the proper building access card, notify the concierge the guest is arriving or be present in the lobby area to escort the guest into the building.
8. Any violation of guest policies shall result in fines described in Addendum A of this document.

UNIT SALE OR LEASE POLICY

1. This section governs unit sales or leases of 6 months or longer.
 - a. The owner of a unit must provide the following information to the office manager: prior to the sale or lease of any unit, written notice of the sale or lease including a copy of the lease, name, address, contact telephone number, and any other information that may be reasonably required.
 - b. Office Manager will provide copies of the Declaration, By-laws, and this General Information of Selected Provisions of the Declaration and Rules and Regulations of The Landmark Condominium Association to all purchasers and individuals with leases of 6 months or more.
 - c. Any violation of the By-Laws or the rules and regulations is deemed to be a violation of the terms and conditions of the lease and authorizes the HOA Board to have the power and authority to fine or evict the lessee as provided in the Declaration.

LEASING OF UNITS

1. For purposes of this section, the word tenant shall mean anyone who leases a unit for six months or more and is not a unit owner.
2. Units may be leased in their entirety only: no fraction or portion may be leased.
3. Upon receiving an executed lease for a unit, the Owner must forward a copy of the lease to the office manager for their file. Owners shall provide the office manager with the name, email address, and telephone number of all occupants inside the unit.
4. Owners shall provide their tenants' copies of all condominium documents (Declaration of Covenants, By-laws, and this General Information of Selected Provisions of the Declaration and Rules, and Regulations of The Landmark Condominium Association).
5. All owners/tenants are subject to the provisions of the Declaration of Covenants, By-laws and this General Information of Selected Provisions of the Declaration and Rules, and Regulations of The Landmark Condominium Association.
6. All leases or other lease agreements shall be deemed to contain the provisions of The Landmark Declaration of Covenants and By-Laws. If such language is not expressly contained therein, such language shall be incorporated into a lease by the existence of the Declaration of Covenants and By-Laws.
7. The power and authority to enforce Rules and Regulations against a tenant or guest, including the authority to evict a tenant, and to remove a guest, is assigned to the Association through the Declaration and By-Laws. The Association has directed the Manager, THE LANDMARK, and their employees to strictly enforce these Rules and Regulations.

COMMON AREA POLICY

1. Littering in common areas is prohibited.
2. Bicycles, shopping carts, pets, or any articles being moved in or out of the building are not allowed in the lobby at any time. Scooters and bikes can be moved through the loading dock or east stairwell.
3. No personal items shall be placed in common areas. Storage of any items in the stairwells is strictly prohibited.
4. No decorating or painting of common areas is allowed.
5. Doors to units should be closed except when in use.

6. Proper attire must be worn in all common areas. Wet swimming suits and bare feet are not allowed.
7. Doormats are not allowed in the hallways.
8. When moving in or out of the building, the loading dock and freight elevator should be utilized and scheduled through the office manager. Moves shall only be possible between 8:30 AM to 6:00 PM, Monday through Friday, and Saturday 8:30 AM to 3:00 PM unless approved by the office manager. Additional time needed on Saturdays is \$35.00 per hour until 6:00 PM. Continuing to move after 6:00 PM will incur a fine of \$50 per violation hour. Moves are not allowed on Sunday.
9. A Move in/Move Out fee of \$100.00 is required. In addition, a security deposit of \$250.00 shall be required for any move. A violation of this section shall result in a fine of \$100.00 per violation in accordance with the Declaration and By-Laws.
10. Items cannot be stored or staged in common area spaces during moves.
11. Smoking cigarettes or marijuana in any inside the common area is strictly prohibited. A violation of this section shall result in a fine of \$200.00 per violation.
12. Designated smoking sections are located outside the yellow lines on the sides of the entrance area, in the parking lot, and in a designated area near the east side of the pool area.
13. Any violation of items 1 through 7 shall result in a fine of \$50.00 per day per violation in accordance with the Declaration and By-Laws.
14. Additionally, all damages and costs incurred to the common property of the Association attributable to the actions or inactions of an owner or an owner's guest, co-resident, or invitees will be assessed to that unit owner.

MAINTENANCE

1. Maintenance supervision of the common areas in The Landmark is the responsibility of the property management company. The common area consists of the entire property, including halls, corridors, lobby, stairwells, storage rooms, roof, elevators, entrances and exits, grounds, and swimming pool area. Maintenance of individual units is the responsibility of the owner.
2. Each owner and/or resident, at his/her own expense, shall keep the interior of his/her unit and equipment in good order, condition, and repair and in a clean and sanitary condition. Timely reporting of maintenance items should be made to the office. Refer to Article VI Section 5 of the By-Laws to determine the relative responsibilities of the owner and the Association regarding maintenance and insurance requirements. Any delay in reporting water leaks can impact or even negate the responsibility of the Association. Report issues immediately.
3. Maintenance and repair of the unit owner's air conditioner water pans is the explicit responsibility of the unit owner. Should the owner fail to timely monitor such pan, all consequential damages are the owner's responsibility. A leak from a unit's air conditioner unit attributable to the pan will create a rebuttable presumption of negligence to the unit owner.
4. To give the building a uniform appearance from the outside, window maintenance is very important. All window coverings, blinds, draperies, or shades must have white or beige backing. Flashing or neon commercial-type lighting, which may be seen from the exterior of the building, is prohibited. Violation of this item will result in a \$100.00 fine.
5. Owners are responsible for obtaining the appropriate building permit(s) from a licensed contractor prior to construction commencement. The building permits for all units should be turned into the office and posted on the unit door at the direction of the City of Atlanta Building Inspector. Violation of this item will result in a \$150.00 fine.
6. Interior painting and flooring replacement are not considered a modification or alterations. Contractors, including painting and flooring contractors, must be insured and agree to abide by The

Landmark Condominium Association, Inc. Rules and Regulations for all Contractors and Do-It-Yourself Owners below. Request forms may be obtained from the front desk or the property management company.

7. Repairs on Tenant-Occupied Units: Tenants should contact the property management company or front desk staff for emergency repairs or water leaks only.
8. Tenants must contact their lessor (condo owner) for any other (non-emergency) problems and repairs inside the unit.

GENERAL

1. Domestic help should be instructed by owners/tenants to obey all Rules and Regulations, including proper authorization and check out/return of keys.
2. Domestic help must sign in at the front desk and indicate the owner and unit they are providing service.
3. All cleaning equipment must pass through the basement and only be allowed on the freight elevator.
4. Domestic help shall not use The Landmark equipment, including but not limited to: shopping carts. The concierge may provide help with obtaining the service elevator.
5. Disturbance of Others: For the purpose of this paragraph, the term disturbance of others shall mean any time the concierge on duty must respond to a complaint of an owner or tenant occupying another unit by calling or visiting a unit in response to a such complaint of noise or other disturbing activity.
6. Owners/tenants shall refrain from any disturbance which may interfere with other owner's/tenant's enjoyment and privacy, including but not limited to playing TVs and stereos loud enough to be heard outside the unit or any other loud noise or activity loud enough to be heard outside the unit. A first violation of this paragraph shall result in a fine of \$250.00 in accordance with the Declaration and By-Laws. Each additional violation of this paragraph shall result in a fine of \$500.00 in accordance with the Declaration and By-Laws.
7. Access to Unit: The office shall retain a passkey or code to each unit. It is the responsibility of each owner to provide a key or passcode to the office and to provide a new key or passcode when a lock is changed.
8. In case of emergency maintenance issues or normal wellness checks, the Board of Directors and/or THE LANDMARK reserves the right to enter the unit without prior notice to the owner/tenant.
9. In the event the owner has not provided the business office with a key or passcode, the owner shall be responsible for all damages to their unit and any other unit or units damaged, regardless of the origin of the emergency.
10. The owner/tenant is responsible for repairs to other units caused by leaks in their unit.
11. Storage of any kind on the loading dock area, inside or outside, is strictly prohibited. Any items left in these areas will be promptly disposed of without notice, and any costs of disposal shall be charged back to the owner, and fines applied at \$150.00.
12. Rude and abusive behavior toward building staff by owners, residents, or guests is strictly prohibited. Violation of this paragraph shall result in a fine of \$200.00.
13. Objects thrown from a unit will result in a \$1000.00 fine.
14. Failure to provide proper identification and the unit number occupying when asked by the Concierge of Landmark Staff is prohibited. Violation of this paragraph shall result in a fine of \$200.00.

PETS

1. Unit owners are permitted to have house pets weighing no more than 25 pounds. However, no exotic pets are allowed.
2. Any damage to The Landmark common areas caused by pets is the responsibility of the owner or tenant.
3. Unit owners with long-term rentals or leases can designate their unit as pet friendly and allow tenants to have a pet.
4. Pets are not permitted to enter or exit through the lobby area. Pets shall be on a leash and carried in the elevators, the hallways, and all common areas.
5. Owners are required to maintain control over their animals while outside of their unit and to take all reasonable and necessary actions to prevent lunging, biting, or disturbances to people or property at the Association.
6. Pets are not permitted in the pool area or walking in the lobby.
7. All pets are to be walked on a leash beyond the parking area.
8. Owners are required to ensure pets are not disturbing other residents.
9. Owners are responsible for cleaning up waste caused by their pets in all areas. Pet litter is to be contained in plastic bags, properly fastened, and deposited directly into the dumpster outside or placed in the trash container at the end of the lower-level corridor. A violation will result in a \$100.00 fine.
10. Breeding of pets on the property is not allowed.
11. Pets should be current on vaccines.
12. Any violation of this section shall result in a fine of \$35.00 for up to 5 days and \$60.00 per day over five days.

SWIMMING POOL REGULATIONS

1. No lifeguard is on duty. You always swim at your own risk!
2. Smoking is permitted in a designated area located next to the parking lot at the east end of the pool area.
3. The pool area is open from 8:00 AM until 11:00 PM. Swimming is permitted from 8:00 AM until 11:00 PM except during periods of pool maintenance or as may be changed from time to time by the Board.
4. Children twelve and under must be accompanied by a responsible adult.
5. No person with any incontinence issue, including children in diapers or otherwise, shall be permitted in the pool without a proper swim diaper.
6. No pets are allowed in the pool area.
7. Rafts and toys must not interfere with other swimmers.
8. Horseplay, running, and any other dangerous activity are not permitted in the pool area.
9. No glassware is permitted, and all beverages must be in non-breakable containers. Violation of this rule is a \$500.00 fine.
10. Proper attire must be worn when going to and from the pool area in addition to all times in the pool. A robe and slippers or sandals should be worn in elevators and corridors. No wet dripping suits or bare feet are permitted in the elevators and/or in the building.
11. Pool furniture and equipment must not be rearranged or removed from the pool area.
12. A violation of any paragraph above in this section shall result in a fine of \$100.00 per violation in accordance with the Declaration and By-Laws, with the exception of item 9.

13. Each owner/tenant is responsible for his/her conduct and any damages caused by his/her conduct, and each owner/tenant is allowed two guests in the pool area and must accompany his/her guests. The owner/tenant is responsible for his/her guests' conduct and any damages caused by their guests. The costs of all repairs to the pool or pool area, and/or replacement of any furniture or equipment damaged by such owner/tenant and/or their guest(s) shall be the financial responsibility of such owner/tenant.

ADDENDUMS

Short-Term Rental and Guest Policies

(Each adult must initial & sign individually)

- ___ All access to the building should be arranged with your host.
- ___ The Landmark staff will **NOT** grant building access to short-term guests.
- ___ All guests should find their access cards in the unit they are renting. If you cannot locate your access card, contact your host immediately. Guests **MUST** take their entry card when leaving the building. Without it, guests will not be allowed re-entry. If there are multiple people with only one entry card, contact your host for additional cards. The Landmark staff cannot help you or provide you with access cards. Access cards should be left in the unit for the host. Do not bring the access card to the concierge at checkout.
- ___ Short Term Guest **CAN NOT** receive packages at the Landmark. They will not be accepted.
- ___ All guests **MUST** sign in and fill out the sign-in sheet completely and present a valid government ID for all adults and listed occupants (18 & older). **(Non-listed occupants are not allowed entry. IDs will be scanned)**
- ___ Short-term guest **CAN NOT** use reserved parking. Any vehicles parked there will be towed without notice. Short-term guests are only permitted to park in the space provided by their host. If more than one space is needed, contact your host or park offsite from The Landmark. Any other parking will result in a **TOW**.
- ___ For Emergencies dial 911. Any other problem other than an emergency should be directed to your host.
- ___ No Firearms will be allowed on the premises.

(If it is an Emergency call 911)

Code of Conduct

- The Landmark is a diverse community of families and individuals. All guests are subject to our code of conduct. Management has the right to search any non-resident bags, purses backpacks or suitcases. Use of profanity with The Landmark Staff will result in a \$100 fine.
- All entry and exits should be made through the front lobby door. Violators are subject to a \$100 fine or eviction.
- Proper dress attire when in common areas. (No see-through clothing or sagging pants with underwear exposed)
- Face masks are voluntary. We do ask that they be worn in elevators do the confined space.
- Landmark is a smoke-free building. Marijuana/Cigarette smoking in units or common areas is not permitted. (1st violation is a warning, 2nd violation is a \$200 fine and/or eviction)
- Loud and boisterous behavior is not permitted in the lobby, units, or common areas. Be respectful of your neighbors. Please keep music at a level that will not be heard outside of the unit you are in. (1st violation is a warning, 2nd violation is a \$250 fine and/or eviction)
- Pledge to not solicit or participate in illegal activities at The Landmark Condominium.
- If Permitted, pool access is \$35 per day. See concierge.
- Objects should not be thrown out of windows. Violators will be fined \$1,000.00 and evicted.

Be advised that as a guest your violation of The Landmark Code of Conduct or short-term rental policies can lead to immediate eviction.

Print Name: _____ Signature: _____ Unit #: _____

Check Out: _____ Concierge: _____ Date: _____