

**THE MERRITT AT WHITEMARSH CONDOMINIUM
RULES AND REGULATIONS**

I. INTRODUCTION

- A. The Rules and Regulations, effective December 5, 2021 are maintained by the Board of Directors with these goals in mind: (1) to provide a safe, healthy, peaceful, respectful, and professional environment to Owners and Occupants of Units, and (2) to protect and increase the value of each owner's investment. These Rules and Regulations supplement the Merritt at Whitemarsh Condominium Declaration and Bylaws and are considered an instrument of the Condominium Association.
- B. The Rules and Regulations are adapted from the Merritt at Whitemarsh Declaration and Bylaws. In accordance to Georgia Condominium Act (44-3-76) "any unit owner and all those entitled to occupy a Unit shall comply with any reasonable rules or regulations adopted by the association pursuant to the condominium instruments which have been provided to the Unit owners and with the lawful provision of bylaws of the association. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the association or, in any proper case, by one or more aggrieved unit owners, on their own behalf or as a class action."
- C. The Rules and Regulations are enforced by the Board of Directors and the Association Management Company. These Rules and Regulations apply to all Owners, Occupants, and their families, Guests, Vendors, Contractors, Agents, invitees, and employees.
- D. Any revision of the Rules and Regulations shall be delivered to every owner and shall become effective immediately. In addition to the Declaration and Bylaws, owners shall be required to provide copies of the Rules and Regulations to their tenants.
- E. All warnings and fines, including for tenants, will be mailed to the owner's address on file. Any owner who objects to a warning or fine may mail or deliver written notice of the objection to the Board or Association Manager at: 15 Johnny Mercer Boulevard, Savannah, GA, 31410, within fourteen (14) days it was issued. The Board of Directors will consider any objection at it's next scheduled meeting.
- F. When termination of a lease (Declaration, p. 31, Section 15 d) (iii) (aa)) or any action requiring legal services is applied as a remedy for violation of the Rules and Regulations, the owner shall reimburse the Association for any attorney's fees and costs.

G. Failure to pay fines incurred will result in overdue, delinquent Association accounts. The Association has an obligation to retrieve fees from overdue, delinquent accounts in which the owner will be responsible for and subject to late fees, legal fees, liens, loss of privileges, etc. as stated in the Declaration Section 10 c).

II. AMENITIES

A. ACTIVITIES ROOM - The Activities Room is open seven (7) days a week to residents and guests accompanied by a resident. No excessive noise or disrespectful behavior shall be permitted (Declaration p. 24-25, Section 14 f). No one under the age of 16 shall be admitted unless accompanied by an adult. No smoking, no vaping, is allowed in the Activities Room. No glass is to exit the Activities room in the vicinity of the pool.

First offense: Written warning. Second offenses: \$50 fine, revocation of amenities usage for one (1) month. Third offense: \$100 fine, revocation of amenities privileges for six (6) months, termination of lease.

B. CLUBHOUSE - The Clubhouse is open during business hours to residents and guests accompanied by a resident. The Clubhouse is available for private parties to residents, and guests. All private parties must be scheduled at least ten (10) days in advance, and the Clubhouse will be available on a first-come, first-serve basis. Information regarding deposit, cleaning fee, and rules for private parties are available upon request. No smoking, no vaping is allowed in the Clubhouse. No glass is to exit the Activities room in the vicinity of the pool.

First offense: Written warning. Second offenses: \$50 fine, revocation of amenities usage for one (1) month. Third offense: \$100 fine, revocation of amenities privileges for six (6) months, termination of lease.

C. FITNESS ROOM - The Fitness Room is open seven (7) days a week to residents and guests accompanied by a resident. No excessive noise or disrespectful behavior shall be permitted (p. 24-25 of Declaration, Section 14 f). No one under the age of 16 shall be permitted for any reason. No smoking, no vaping, and no glass is permitted in the Fitness Room. Rules and Regulation are posted in the Fitness Room.

First offense: Written warning. Second offense: \$50 fine, revocation of amenities privileges for one (1) month. Third offense: \$100 fine, revocation of amenities for six (6) months, termination of lease.

D. LAUNDRY ROOM - Washers and dryers in the Laundry Room are available for use by residents. No smoking, no vaping permitted in the Laundry Room.

First offense: Written warning. Second offense: \$50 fine; revocation of amenities privileges for one (1) month. Third offense: \$100 fine; revocation of amenities privileges for six (6) months; termination of lease.

E. POOL AND SPA - The Pool and Spa are open from 8a.m. until 10p.m. to residents. Each Unit is limited to four (4) guests per Unit. If you are planning more than four (4) guests per your Unit, please contact the Association Management Company of the additional guests at least three (3) days in advance. Residents are responsible for the actions of their guests (Declaration p. 21, Section 14). No excessive noise or disrespectful behavior shall be permitted (p. 24-25 of Declaration, Section 14 f). No one under the age of 16 shall be admitted unless accompanied by an adult. No glass bottles or glass objects shall be allowed in or around the Pool. No animals are allowed in the pool or on the pool deck. Only service animals are permitted on the pool deck. If you have a service or support animal, bring appropriate documentation to the management company prior to using pool and spa amenities to protect your rights. No smoking, no vaping allowed anywhere within the enclosed area around the Pool, Activities Room, and Fitness Room. Please refer to your Pool and Spa Rules as posted in the Pool area. The Merritt will remain in compliance with Georgia Department of Health Swimming Pools, Spas, and Recreational Water Parks, Chapter 511-3-5 (Rule 18(12 - 13).

First offense: Written warning; In any instance the pool or spa amenities are closed due to an individual violating Health Department Rules, the individual will be assessed all costs to promptly get the pool and spa reopened. Second offense: \$100 fine; assessment of costs to reopen pool and spa; revocation of amenities privileges for one (1) month. Third offense: \$250 fine; assessment of costs to reopen pool and spa; revocation of amenities privileges for six (6) months; termination of lease.

III. GENERAL

A. AUTOMOBILE CARE - No automobile repair, oil change, etc., is permitted anywhere on the property (Declaration p. 27, Section 14 m).

First offense: Written warning. Second offense: \$50 fine. Third offense: \$100 fine; revocation of amenities privileges for three (3) months; termination of lease.

B. BICYCLES AND TOYS - Bicycles, tricycles, motorized scooters, sports equipment and toys are not permitted to be parked anywhere in the breezeways or under stairways. Residents shall keep all bicycles, toys, etc., inside a Unit, garage, or storage unit only, when not in use (Declaration p. 27 Section 14 m).

First offense: Written warning, compliance within 24 hours. Second offense or noncompliance: \$25 fine; item(s) will be seized by the Condominium Association and must be claimed within two (2) weeks; revocation of amenities privileges for one (1) month. Third offense: \$100 fine; item(s) will be seized by the Condominium Association and must be claimed within two (2) weeks; revocation of amenities privileges for six (6) months; termination of lease.

C. FIREARMS AND FIREWORKS - The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited (Declaration p. 25. Section 14 g). The display of firearms on the Common Elements and Limited Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements and Limited

Common Elements. "Firearms" includes "B-B" guns, pellet guns, and other firearms of all types regardless of size.

First offense: NO WARNING, \$200 fine; Police will be called; restriction of amenities privileges for one (1) month; termination of lease. Second offense: \$500 fine, Police will be called, revocation of amenities privileges for six (6) months. Third offense: \$750 fine, Police will be called, revocation of amenities privileges and voting privileges for twelve (12) months.

D. GARAGES - Residents shall keep garage doors closed except when present (Declaration p. 27 Section 14 m). Residents may use garages only for storage of vehicles and personal items and may not use garages for workshops, automobile repair, oil changes, small business, or storage of flammable or hazardous materials (Declaration p. 22 Section 14 a), p. 24 Section 14 e) (iii), p. 27 Section 14 m).

First offense: Written warning; compliance required within 48 hours. Second offense: \$25 per day of non-compliance; termination of lease. Third offense: \$50 per day of non-compliance, revocation of amenities privileges for one (1) month.

E. GATES -

1. Vehicle entry to the property may be accessed through use of a magnetic card, remote fob, or headlight code reader for residents in the center lane. Guests, deliveries, moving trucks, and vendors are to use the call box in the right lane to dial the resident they are visiting. The resident will be able to open the gate via phone line for their respective guests, vendors, moving trucks, and deliveries.
2. Do not follow another driver immediately through the inbound gate. Wait for the gate arm to fully lower before swiping your card, or fob to re-open the gate therefore preventing potential damage to the Common Element (Declaration p. 24-25 Section 14 f).

First offense: Written warning; assessment for any damage to the gates. Second offense: \$50 fine; assessment for any damages to the gate (Common Element); Third offense: \$100 fine, assessment for any damages to the gate (Common Element); revocation of amenities privilege for three (3) months. If the gate is damaged intentionally, a police report will be made and the offender will be persecuted to the extent of the law.

F. GRILLS - The Merritt provides charcoal grills on property in properly designated locations to be used at the pleasure of residents. Grilling shall only be permitted in these designated locations. Individual freestanding charcoal burners and other open-flame cooking devices (grills, fryers, smokers, etc.) shall not be operated anywhere within the Merritt multi-family property. Hot ashes, smoldering coals, greasy or oily materials (fry grease), shall not be deposited in a combustible receptacle, or, within 10 feet of other combustible materials including walls and partitions, or within 10 feet of openings to buildings. Hot grills must be attended 100% of the time. When operating a grill, you should have a fire extinguisher within reach at all times.

First offense: NO WARNING, \$500 fine for unattended grills; assessment cost of repairs, and/or replacement for damages to any and all Common Elements and Limited Common Elements, buildings and any Units that damage is incurred; personal liability

for any and all injury/injuries sustained via neglect; revocation of amenities privileges for six (6) months, revocation of voting privileges for twelve (12) months; termination of lease. Second offense: \$750 fine, plus assessment cost of all repairs and/or replacement for damages to any and all Common Elements, Limited Common Elements, and any building and Units that damage is incurred; personal liability for any and all injury/injuries sustained via neglect; revocation of amenities privileges for twelve (12) months, revocation of voting privileges for 24 months; termination of lease, criminal prosecution.

G. INSURANCE - Every Unit owner covenants and agrees with all other Owners and with the Association that each Owner shall maintain at all times insurance covering those portions of his or her Unit to the extent not insured by policies maintained by the Association, as well as liability policy covering damage or injury occurring in or on such Unit. (Declaration, p. 17, Section 11 h,). Copy of said policy will be made available at each renewal period and kept on file with the Association Management Company. Liability insurance must be a minimum of \$300,000.

First offense: Written warning, and/or \$100 fine. Second offense: Insurance will be purchased on behalf of the Unit Owner and Owner will be assessed the cost thereof to be collected in the manner provided for collection of assessments under the Declaration.

H. LEASING - Owners must make all leases in accordance with Section 15 of the Declaration (p. 29 - 32) and these Rules and Regulations. No more than forty-five percent (45%) of Units may be leasable at any one time. If an owner desires to lease a Unit and forty five percent (45%) is leased, the owner will be placed at the end of a waiting list. This position on the waiting list does not carry over if the unit changes ownership. The new owner must place the unit at the end of the list if he/she desires to lease unit (Declaration p. 29, Section 15 b)). All leases must be for an initial term of no less than one (1) year (Declaration p. 30, Section 15 d) (ii)). No short term rentals (Airbnb, VRBO, etc.) are permissible.

Proper steps for leasing unit:

1. Owner must apply in writing to the Board of Directors, and Management Company acting on behalf of the BOD, to be an authorized "Leasable Unit." (p. 29 Declaration Section 15 b)).
2. Owner will receive notification from the Board of Directors and/or the Management Company when a Unit is authorized as "Leasable" Until then, the owner's unit will be placed on a waiting list. (p. 29, Declaration Section 15 b)).
3. Seven (7) days prior to lease, owner is to provide the Board of Directors, or the Management Company on behalf of the BOD, a copy of the lease proposal (p. 30 Declaration d) (i),). Owners must have Section 15 d) (iii) (aa) of the Declaration in the lease agreement.
4. Owner transfers and assigns to lessee any and all rights and privileges for the term of the lease. This includes use of the Condominium Common Elements, and/or use of recreational facilities, parking facilities, and other amenities (Declaration p. 32, Section 15 d) (iii) (bb)).

5. Owner will provide the new tenant a copy of the Merritt at Whitemarsh Declaration and Bylaws and a copy of the Rules and Regulations (Declaration p. 30, Section 15 d) (ii)).

First offense: If any portion of the leasing process is not followed, it will result in revocation of "Leasable Unit" privileges for six (6) months, and the Unit may be placed at the end of the waiting list after six (6) months; \$100 fine; cost of all attorney fees; termination of lease. Second offense: \$500 fine; Unit will not be able to apply for "Leasable Unit" for twelve (12) months and at the end of twelve (12) months the Unit may be placed at the end of the list; cost of all attorney fees; termination of lease; owner amenities privileges will be revoked for six (6) months, voting privileges will be revoked for twelve (12) months. Third offense: \$750 fine; Unit will not be able to apply for "Leasable" for twelve (12) months at the end of twelve (12) months, Unit may be placed at the end of the list; cost of all attorney fees; termination of lease; owner amenities privileges will be revoked for twelve (12) months, voting privileges will be revoked for 24 months.

I. MOVING IN/OUT - If you do not have gate access when moving in or out, please contact the Management Company during business hours to obtain gate access and prevent potential damage to the gates or gate arms (refer to section E. Gates of the Rules and Regulations).

1. New owners must give written notice of ownership to the Board of Directors within ten (10) days (Declaration p. 32 Section 16) and will be requested to complete a census. You will also receive gate access cards and codes or change of information on cards if received from previous owner.
2. New (legal) tenants will have their lease agreement on file seven (7) days prior to start date (refer to Section H. Leasing of the Rules and Regulations). Tenants will also be requested to complete a census.

Penalties: Refer to sections E. Gates, and H. Leasing of these Rules and Regulations. First offense for non-compliance of census completion: Written request to complete. Second offense/request: unauthorized access to amenities.

J. NOISE - Residents and guests must be respectful of one another and shall not disturb others with loud televisions, loud stereos, excessive noise or disrespectful behavior (p. 24 Declaration Section 14 f)).

First offense: Written warning. Second offense: \$25 fine. Third offense: \$75 fine; revocation of amenities for one (1) month; termination of lease.

K. PARKING - Residents, guests, and other visitors to the property shall not leave any vehicle upon any portion of the property except in a marked parking space. There are no assigned parking spaces. Handicapped parking spaces are not assigned, they are available to vehicles with valid handicapped documentation. Disabled or stored vehicles, commercial vehicles (except for those driven daily by their owners and only occupy one (1) parking space), boats and other watercraft, trailers, and recreational vehicles (RV's, campers, and motor homes) are prohibited from being parked on the property. Emergency and commercial vehicles are permitted to park temporarily to service units or the Condominium Association (p. 25-26 Declaration Section 14 i)).

First offense: Written warning and compliance required within 48 hours; Second offense or non-compliance: \$25 fine per day up to five (5) days. Third offense or non-compliance within one week: The vehicle will be towed at the owner's expense. Unauthorized Handicapped parking has a maximum fine of \$500.00 and may be towed immediately at owner's expense.

L. PETS -

1. Only dogs, cats, aquarium fish, and birds are permitted on any portion of the Condominium. No residents may breed or maintain any pet for commercial purposes. Animals may not be left unattended on any portion of the Common Elements, including the dog park, or Limited Common Elements, including balconies and patios. Animals must be kept on leash while outdoors on Common Elements. Any feces left upon Common Elements, including Dog Park, by any animal must be removed by the person responsible for the animal (p. 22 Declaration a), p. 25 Declaration h)).

First offense: Written warning; in the instance of breeding or commercial animals, NO WARNING \$500 fine per animal. Second offense or noncompliance: \$25 fine; in instance of breeding or commercial animals \$750 per animal; revocation of amenities for one (1) month; termination of lease. Third offense or non-compliance: \$100 fine, revocation of amenities privileges for six (6) months, revocation of voting privileges for twelve (12) months.

2. No animal determined dangerous ("Classified animal" according to Chatham County Animal Ordinance Chapter 22 and Georgia Code Title 4, Chapter 8) may be brought onto or kept on the Condominium at any time. Any animal presenting an immediate danger to the health and/or safety of persons or property may be removed from the Condominium property by the appropriate animal control authorities at the Board of Directors discretion without warning.

First offense: May or may not receive written warning, removal of dangerous animal by animal control authorities. Second offense: \$500 fine, removal of dangerous animal by animal control authorities; revocation of amenities privileges for one (1) month; termination of lease. Third offense: \$750 fine, removal of dangerous animal by animal control authorities; revocation if amenities privileges for six (6) months; revocation of voting privileges for twelve (12) months; termination of lease.

3. Feeding feral cats is strictly prohibited on the property (Animal Control Ordinances Chapter 22, Article IV.).

First offense: Written warning. Second offense: \$100 fine; revocation of amenities privileges for one (1) month; termination of lease; report to Animal Control authorities. Third offense: \$500 fine; revocation of amenities privileges for six (6) months; revocation of voting privileges for twelve (12) months; termination of lease; report to Animal Control authorities.

M. PROPERTY DAMAGE - Any owner who is responsible for intentional or negligent damage on or to the property, or who's occupant, guest, or family member is responsible for any intentional or negligent damage on or to the property, shall be responsible for all repair and related costs (p. 24-25 Declaration Section 14 f)).

First offense: For intentional damage, Police report will be made, \$100 fine; cost of repair or replacement and related costs; revocation of amenities privileges for one (1) month; termination of lease. Second offense: \$500 fine; Police report will be made, cost of repair or replacement and related costs; revocation of amenities privileges for six (6) months; termination of lease. Third offense: \$750 fine; cost of repair or replacement and related costs; revocation of amenities privileges for twelve (12) months; revocation of voting privileges for twelve (12) months.

N. SPEEDING - The speed limit throughout the Merritt at Whitemarsh Condominium is ten (10) miles per hour, as signage indicates at entrance of property. Drivers must yield to pedestrians at all times and follow all traffic control signage (STOP signs) on the property.

All offenses: Police will be called if injury or damage occurs as a result of suspected speeding or negligence of driver.

O. TRASH, RUBBISH, GARBAGE - Residents shall regularly remove rubbish, trash and garbage from the Unit in sealed bags and either placing in the trash dumpster or hauled off. Trash, rubbish, garbage shall not be allowed to accumulate within a Unit. Rubbish, trash, garbage may not be kept, stored, or placed on any balcony, patio, breezeway, parking or lawn area. Garbage or trash shall not be left anywhere on the property, temporarily or otherwise, except in the trash dumpster. Household garbage shall be disposed of in the dumpster only and not at the car care center garbage can. Boxes, furniture, appliances, or other large or metal items, etc., shall not be placed on the property or in/around the trash dumpster (Declaration p. 26 Section 14 l)).

First offense: Written warning. If not removed within 24 hours, the cost of removal and disposal. Second offense: \$50 fine and cost of removal and disposal and any insect and/or rodent treatment necessary for the health and safety of residents; revocation of amenities privileges for one (1) month; termination of lease. Third offense: \$200 fine, cost of removal and disposal and cost of any insect and/or rodent treatment necessary for the health and safety of residents; revocation of amenities privileges for six (6) months; termination of lease. At any time the Management Company, and/or the Board of Directors deems a Residential Unit unsanitary, unsafe living conditions, Management and/or the BOD may contact the Chatham County Health Department, and/or other wellness and safety authorities.

IV. ARCHITECTURAL CONTROLS

A. ALTERATION OF UNITS -

1. No owner, occupant, or other person may make any change, alteration, or construction in or on any unit (other than re-painting or redecoration of the interior surface of a unit) without first obtaining the written approval from the Board of Directors or the Architectural Control Committee (Declaration p. 19-23, Section 13).
2. No owner shall do anything that would change the exterior appearance of the unit or any other portion of the Condominium without first obtaining the written approval from the Board of Directors or the Architectural Control Committee (Declaration p. 22-23, Section 14 b)(i)).

First offense: \$100 fine, compliance within 48 hours, plus reimbursement to Association of any repair costs and associated costs. Second offense or non-compliance: \$200 fine plus \$25 per day of non-compliance up to two (2) weeks; reimbursement to Association of any repair costs and associated costs; revocation of amenities privileges for one (1) month; termination of lease. Third offense or non-compliance: \$500 fine, plus \$50 per day of noncompliance thereafter two (2) weeks, reimbursement to the Association of any repair costs and associated costs; revocation of amenities privileges for six (6) months; revocation of voting privileges for twelve (12) months.

B. HARDWOOD AND TILE - No owner, occupant, or other person may replace carpeting with a tile, marble, vinyl, or hardwood floor or other hard surface flooring material, on the interior of a Unit located above another unit without first obtaining the written approval from the Board of Directors or the Architectural Control Committee. The Board of Directors may consider whether the change would cause noise that would exceed the average noise level in Units below with carpeted floors (p. 27 Declaration Section 14 q)).

First offense: \$100 fine, compliance within two (2) weeks, plus reimbursement to Association of any repair costs and associated costs. Second offense or non-compliance: \$200 fine plus \$25 per day of non-compliance up to four (4) weeks; reimbursement to Association of any repair costs and associated costs; revocation of amenities privileges for one (1) month; termination of lease. Third offense or non-compliance: \$500 fine, plus \$50 per day of noncompliance thereafter four (4) weeks, reimbursement to the Association of any repair costs and associated costs; revocation of amenities privileges for six (6) months; revocation of voting privileges for twelve (12) months.

C. PATIOS - There shall be no planting other than potted plants on any patio. Objects more than forty-two (42) inches are not permitted on any patio. Plants may not touch the ceilings (p. 24 Declaration Section 14 e)(i)).

First offense: Written warning, compliance required within 48 hours. Second offense: \$25 fine plus \$5 per day of non-compliance up to two (2) weeks. Third offense: \$50 fine plus \$10 per day of non-compliance thereafter two (2) weeks; revocation of amenities for one (1) month.

D. SATELLITE DISHES - No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter may be placed, allowed or maintained upon any portion of the Condominium including a Unit. HAM radios, two way radios and other hobby or professional radio communication transmission equipment is prohibited (Declaration p. 27 Section 14 p). A resident who wishes to place such a device must apply in writing for permission and receive written approval from the Board of Directors or Architectural Control Committee prior to installation.

First offense: Written warning; compliance required within 48 hours. Second offense or non-compliance: \$25 per day of non-compliance up to two weeks. Third offense or non-compliance: \$50 per day of non-compliance; revocation of amenities privileges for six (6) months.

E. SIGNS - Except as may be required by legal proceedings, no signs, advertising posters, or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board of Directors (Declaration p. 26 Section 14 k)).

First offense: Written warning; compliance required within 24 hours. Second offense: \$25 per day of non-compliance up to two (2) weeks. Third offense: \$50 per day of non-compliance; revocation of amenities privileges for one (1) month; termination of lease.

F. WINDOWS - The color and type of all window treatments visible from a Unit must be white or off white. No bed sheets, newspaper, tin foil or similar material shall be used as window treatments (p. 27 Declaration section 14 o)).

First offense: Written warning; compliance required within one (1) week. Second offense: \$25 fine for non-compliance after one (1) week. Third offense: \$50 fine for non-compliance after two (2) weeks; revocation of amenities privileges for one (1) month.

V. WAIVERS AND AMENDMENT OF RULES AND REGULATIONS

The Board of Directors or the Management Company may, in their determination and sole discretion, waive violations of these Rules and Regulations for good cause. Such actions will be recorded in writing and kept for a reasonable amount of time with the Association's documentation.

These Rules and Regulations may be amended by the Board of Directors and may be supplemented by other rules and regulations promulgated by the Board of Directors.



THE MERRITT AT WHITEMARSH CONDOMINIUM RULES AND REGULATIONS.

Revision Date 01.01.2023

Rules and Regulations

The Rules and Regulations, effective **January 15, 2023**, are maintained by the Board of Directors with the goals in mind:

Vision: We envision a neighborhood that offers a desirable place in which to live.

Mission: Our mission is to have a safe, clean neighborhood through effective and efficient management of the Association, enforcement of rules that benefit the greater good of the neighborhood, and support projects and capital improvements that preserve property values.

Values: In all our activities we value respect for each other, pride in our homes and surroundings, and neighborhood participation.

- A. These Rules and Regulations supplement The Merritt at Whitemarsh Condominium Declaration and Bylaws and are considered an instrument of the Condominium Association.
- B. The Rules and Regulations are adapted from the Merritt at Whitemarsh Declaration and Bylaws. In accordance to Georgia Condominium Act (44-3-76) "any Unit Owner and all those entitled to occupy a Unit shall comply with any reasonable rules or regulations adopted by the association pursuant to the condominium instruments which have been provided to the Unit Owners and with the lawful provision of bylaws of the Association.

Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved Unit Owners, on their own behalf or as a class action."

- C. The Rules and Regulations are enforced by the Board of Directors and the Association Management Company. These Rules and Regulations apply to all Owners, Occupants, and their Families, Guests, Vendors, Contractors, Agents, Invitees, and Employees.
- D. Any revision of the Rules and Regulations shall be delivered to every Owner and are effective immediately. In addition to the Declaration and Bylaws, Owners are required to provide copies of the Rules and Regulations to their Tenants.
- E. All warnings and fines, including for Tenants, will be emailed to the Owner's address on file. Any Owner who objects to a warning or fine may email or deliver written notice of the objection to the Board or Association Manager at: 15 Johnny Mercer Blvd, Savannah, GA, 31410, within five (5) days of issue. The Board of Directors will consider any objection at its next scheduled meeting.



F. Failure to pay fines incurred will result in overdue, delinquent Association accounts. The Association has an obligation to retrieve fees from overdue, delinquent accounts in which the owner will be responsible for and subject to late fees, legal fees, liens, loss of privileges, etc. as stated in the Declaration Section 10 (c). II.

Waivers and Amendments

The Board of Directors or the Management Company may, in their determination and sole discretion, waive violations of these Rules and Regulations for good cause on a case by case basis. Such actions will be recorded in writing and kept for three (3) years with the Association's documentation.

These Rules and Regulations may be amended by the Board of Directors and may be supplemented by other rules and regulations promulgated by the Board of Directors.

Rules and Regulations With Violations, Warnings and Fines

The Rules and Regulations with resulting Violations, Warnings and Fines are located in The Merritt Violations, Warnings and Fines. ###

01.01.2023

Action by the Merritt Board of Directors
January 2, 2023

Addendum to Merritt At Whitemarsh Condominium Rules and Regulations dated 01-01-2023

Motions and Decree*

Motion: Effective 1 January 2023 a fee of \$500 will be charged for every move in/move out within the Merritt. This does not apply to Merritt intra-moves.

- Seller will need to disclose the \$500 Move In/Out fee to their real estate agent or directly to the buyer if no agent is involved in the sale.

Motion: Effective 1 January 2023 a pet fee of \$100 per animal is required by all new residents. Any new pets of current residents will be subject to a \$100 pet fee. A photo of your pet(s) is required with fee payment..

Decree: Effective 15 January 2023 passage of this revised edition of the Rules & Regulations dated 1 January 2023 in accordance with Bylaws Article IV. Rule Making and Enforcement, Section 1. Authority and Enforcement, all previous editions of the Rules and Regulations are hereby repealed, thus rendering them null and void.

* Support documentation for this board action Rules & Regs Amendment are on file in the Merritt Resident Relations office.