

# Skyland

BROOKHAVEN



## WELCOME HOME

TOWNHOME ASSOCIATION HOMEOWNER'S GUIDE

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*Dear Skyland Brookhaven New Member,*

Welcome to your new home at Skyland Brookhaven Townhome Association Inc.!

We hope this Welcome Guide answers many of your questions as you become familiar with the community. Please ensure that you become familiar with your Association Documents (received at closing). These official building policies, including the Residential Declarations, Residential Bylaws and Rules and Regulations, are important guidelines used in managing your neighborhood, Skyland Brookhaven.

This Welcome Guide is meant to summarize some of the key aspects of the Skyland Brookhaven Documents, including information about pets, leasing your unit, parking, noise violations, and use of the common areas such as the pool, gym, clubhouse and parks.

Please fill out the form Skyland Brookhaven Homeowner Information Sheet in its entirety and send it back to me, as this information is crucial in keeping our database accurate and ensure you are the owner of records.

Please know FirstService Residential looks forward to providing you with the highest standard of care, so if you have any questions or suggestions regarding Skyland Brookhaven, please do not hesitate to contact me for assistance. You can also visit our website at [www.fsresidential.com](http://www.fsresidential.com) to access your account ledger, important community information, and announcements.

Sincerely,

**Altheia Green**

**Altheia Green** | Portfolio Manager

**FirstService Residential**

1200 Lake Hearn Drive | Suite 275 | Atlanta, GA 30319

(P) 404.917.0600 ext. 265 (F) 770-521-2146

## Skyland Brookhaven Homeowner Information Sheet

Please complete the following information and return to:

[Altheia.Green@fsresidential.com](mailto:Altheia.Green@fsresidential.com)

Or fax to 770-521-2146

|                 |  |
|-----------------|--|
| <i>Name:</i>    |  |
| <i>Address:</i> |  |

|                                   |  |
|-----------------------------------|--|
| <u><i>Contact Information</i></u> |  |
| Preferred Mailing Address:        |  |
|                                   |  |
|                                   |  |
| Residence Phone:                  |  |
| Day Phone Number:                 |  |
| Mobile Phone:                     |  |
| Email Address:                    |  |
|                                   |  |

|                                |
|--------------------------------|
| Tenant:      YES    or      NO |
| Name(s):                       |
| Contact phone number:          |

|                                      |  |
|--------------------------------------|--|
| <u><i>Insurance Information:</i></u> |  |
|                                      |  |
| Who is your insurance carrier?       |  |
| Agent's Name:                        |  |
| Mailing Address:                     |  |
| Telephone Number:                    |  |
| Fax Number:                          |  |
| Email Addresses:                     |  |

|                                     |  |
|-------------------------------------|--|
| <u><i>Emergency Information</i></u> |  |
|                                     |  |
| Emergency Contact #1                |  |
| Telephone Number:                   |  |
|                                     |  |
| Emergency Contact #2                |  |
| Telephone Number:                   |  |



## Meet our Team!

**Customer Care Line: 1-866-378-1099**

Please contact our Customer Care Center 24 hours a day, 7 days a week with any inquiries you may have regarding your association or your account.

**Portfolio Manager: Altheia Green**

For questions or assistance needed regarding common area repairs and/or property damaging emergencies, association fees or payments, please contact Altheia Green at 404.917.0600 ext 265 or [Altheia.Green@fsresidential.com](mailto:Altheia.Green@fsresidential.com)

**Assistant Property Manager: Michael Sands**

For any additional information assistance, please contact Michael Sands at 678.551.7615 ext. 249 or [Michael.Sands@fsresidential.com](mailto:Michael.Sands@fsresidential.com)

Our office hours are from Monday - Friday 9:30am - 5:00pm

If you have a property damaging emergency before or after hours, please call 404-362-8062 and our after-hours services representative will assist you.

## HOW TO PAY YOUR DUES!

Dear Skyland Brookhaven Homeowners:

Your annual Association dues/fees will be processed by FirstService Residential. Below you will find information regarding payment options for making your annual HOA payments. Payments are made on a quarterly basis.

### Making Payments is easy!

- Pay online through ClickPay by visiting your FirstService Residential Connect™ Resident Portal or visit [www.fsresidential.com](http://www.fsresidential.com). Click on "Make a Payment"
- Pay over the phone by calling 1-888-354-0135 and pressing Option 1. You will be connected with a ClickPay Resident Support Specialist.
- While we recommend electronic payments, you may pay by check using your payment coupon.

### If you are mailing your Payments:

In order to avoid posting delays, or errors, we strongly recommend the following guidelines:

- Mail your payments and coupon (if applicable) in the same envelope.
- Do not send post-dated checks. We will process all checks on the day they are received and will not hold any checks.
- Make your check payable to **Skyland Brookhaven Townhome Association** and write your homeowner account number (address) on the memo line of your check.
- **Do not** make checks payable to Pacific Premier Bank or FirstService Residential, as this will result in your payment being returned by the bank.
- If you use an online bill payment service through your bank, please use the 14-digit account number found on your coupons after closing. This account number is unique to each Homeowner's property address. If you own more than one property or if you have more than one payment obligation, you will have different account numbers for each of these payments. **Using incorrect account numbers or omitting the account number may delay or cause errors in the posting of your payment.**
- You may include any correspondence related to your property or association. FirstService Residential will be able to access the documents online.
- Address to mail payments:



The Skyland Brookhaven Townhome Association  
c/o FirstService Residential  
P.O. Box 62061  
Newark, NJ 07101

We value you as a Homeowner and hope you find these payment options helpful. If you have any questions please don't hesitate to call the Customer Care Center at 1-866-378-1099. A Customer Care Specialist is available 24 hours a day, 7 days a week to assist you!

Sincerely,

**Altheia Green**

Below are login instructions for both **Connect™** and **ClickPay**.

**RESIDENT PORTAL:** The FirstService Residential **Connect™** Resident Portal is where you can view items like your governing document and your account statement online. If you need assistance registering your FirstService Residential **Connect™** Resident Portal, please contact our Customer Care Center at **1.866.378.1099, 24 hours a day, 7 days a week.**

**How to Register for Your New Resident Portal, *Connect™***

Step 1: Log onto <https://skylandbrookhaven.connectresident.com>

Step 2: Click Resident Access and select the option to Register

Step 3: You may register with both your mobile phone number and email address

**\*\*Your Account Number for *Connect™* can be obtained by reaching out the Customer Care Center at **1.866.378.1099, 24 hours a day, 7 days a week.****

**PAYMENT PORTAL:** The **ClickPay** Payment and Direct Debit Setup Portal is where you can make payments online.

**\*\*Your Account Number for *ClickPay* can be obtained by reaching out the Customer Care Center at **1.866.378.1099, 24 hours a day, 7 days a week.****

As for the online payment system, **ClickPay**, signing up is easy!:

Log onto **fsresidential.com** and click on **Make A Payment**

or → (1st: Click the **Register** icon) on the **ClickPay** Registration page:

<https://www.clickpay.com/custom/fsr/login.html>

(2nd: Use your **Login** to gain access) on the **ClickPay** Payment Portal Login:

<https://www.clickpay.com/custom/fsr/login.html>

or → Call **1.888.354.0135** and press Option 1

You can:

- Pay by eCheck at no cost
- Pay by credit or debit card for a nominal fee
- Set up automatic payments
- Pay from your phone or tablet



**Any questions?**

Visit [ClickPay.com/GetHelp](https://ClickPay.com/GetHelp) or Call 1.888.354.0135 (and press option 1)

\* Please note the date you make your payment is not the date it is reflected on your account. Payments made by eCheck before 9:00pm EST will debit from your bank account and settle the next business day. Payments by debit or credit card can take 3-4 business days to settle.

While we recommend electronic payments, you may also pay by check using your payment coupon.

If you prefer to use your personal bill payment service through your bank, be sure to update your account number and the mailing address to:

**Skyland Brookhaven**  
**c/o FirstService Residential**  
**PO Box 62061**  
**Newark, NJ 07101**

If you have any questions, please speak to your community association manager or contact our **Customer Care Center** at 1.866.378.1099. Multi-lingual specialists are available 24 hours a day, 7 days a week.

### *Whose Responsibility is it anyway?*

In a Homeowners Association setting, it seems there is always confusion as to who owns the responsibility for events, which occur during daily operations. In an effort to clarify these questions we have provided a brief summary of when, where, what, why and how to handle the unexpected challenges:

#### **What is the Role of a Homeowner?**

As a homeowner, it is your responsibility to maintain your property at the highest possible level of repair, be courteous of your neighbors, adhere to the community bylaws, advise Management of all maintenance issues, liability issues, bylaw violations, and be an active participant in your Association. Most importantly, read your Association declarants. Please be informed of homeowner responsibilities. This would include paying assessments in a timely manner.

#### **What is the Role of the Board?**

The Board of Directors is the governing agent for the Association as a whole and therefore must act in accordance to the recorded Association documents and bylaws. It is not the responsibility of the Board of Directors to manage the community. Issues which arise should be addressed with the Community Property Manager. *In the event a homeowner wishes to address a Board member, this should be done in writing and given to the Community Property Manager. It is improper to call them at home or work or to knock on their door.*

#### **What is the Role of your Management Company?**

It is the responsibility of the Community Property Manager to handle the daily operations of the community. Homeowners must keep the following items in mind:

- The Management Company reports to and acts at the sole Direction of the Board of Directors. While we strive to respond to each request made by homeowners, approval must be obtained from the Board.
- It is suggested these types of requests be put in writing and forwarded to the Community Property Manager to be addressed with the Board.
- The Management Company is responsible for initiating all common area

maintenance/repairs/upkeep. The Community Property Manager will walk the community monthly and direct maintenance personnel to address preventive maintenance and repair issues.

- Homeowners who notice deficiencies should notify the Community Property Manager of issues that come to their attention so they can be addressed.
- In the event an issue occurs which is beyond the control of Management such as city/county water line breaks, power outages, parking violations, security issues, please understand your Community Property Manager is at the mercy of these entities and will make every attempt to expedite repairs but ultimately has no control of how quickly the situation is remedied. With that said the Community Property Manager would make every effort to keep all homeowners informed of the progress of the needed repairs.
- The Management Company is responsible for handling the financial affairs of the Association. This includes ensuring that all payables are handled in a timely manner, researching invoices to ensure their accuracy, collecting all monthly Association dues, aggressively collecting past due Association dues, preparing monthly financial statements, preparing and submitting to the Board an annual operating budget and maintaining records for future reference.
- The Management Company is responsible for keeping the Board of Directors informed of all issues that arise and act in a manner as directed by the Board.
- The Management Company is responsible for enforcing compliance with the community bylaws, notifying the Board of violations and taking action as deemed appropriate by the Board. This may include violation notices to the homeowners as well as assessments of fines.
- The Management Company is responsible for obtaining bids for capital repairs and submitting them to the Board for approval.
- The Management Company is responsible for preparing and delivering all homeowner notifications, attending and planning all Association meetings and Social Functions.
- The Community Director is available to answer any question you may have. However, many questions can be answered by referencing the Association documents.



- It is the responsibility of the Management Company to respond to all life safety/property damage emergencies. However, the homeowner must call 911 first. Please refer the section below, **"Who to call"**.
- It is the responsibility of the Management Company to notify the Board of Directors in the event a situation arises.



## WHO TO CALL:

### Fire/Flood/Death your home:

In the event there is fire/flood/death in your home please call 911. Management is not responsible for repairs to your unit but will be happy to assist you in locating a contractor to address your needs. *If a death occurs it is not necessary to call your Community Director unless the Police were involved.*

### Fire/Flood/Death in a Common Area:

In the event there is a fire/flood/death in a common area please call 911.

### Personal Attack/Break in/Vehicle Theft:

All criminal activity should be reported to 911.

### Water/Sewage Back up in a Common Area:

Contact your Community Property Manager, they will direct our maintenance personnel to assess the problem and they will either repair the problem or contact the proper authority if necessary.

### Violation of Bylaws:

Please contact your Community Property Manager and the situation will be investigated and addressed in accordance with the condominium documents.

### Noise Complaints:

*Per the Association Documents every homeowner is entitled to "quiet enjoyment" of their home.* Per the city/county ordinance, In an attempt to maintain harmony in the Community it is suggested that on the first occasion homeowners attempt to work out the problem between themselves, on the second occasion you may contact your Portfolio Manager who will send a noise complaint letter (*your name is not disclosed*), and if these attempts fail, please call the Police **NON-EMERGENCY** number.

### Brookhaven City Noise Ordinance:

Daytime hours shall mean the hours of 7:00 a.m. to 11:00 p.m., Monday through Thursday, 7:00 a.m. to 11:59 p.m. Friday, 9:00 a.m. to 11:59 p.m. Saturday, and 9:00 a.m. to 11:00 p.m. Sunday.

If you are planning a party, notify your neighbors and ask that they let you know if the noise gets out of hand. This will potentially keep problems from occurring.



**FirstService**  
RESIDENTIAL

Working together, the Board of Directors, Homeowners and Management Company can make The Community a wonderful place to call home.

Sincerely,

First Service Residential

Would you like to make changes to the exterior of your home? Here is some good information you need to have prior starting your modification.

## ARCHITECTURAL CONTROL

### **Architectural Restrictions.**

No Exterior Structure or Improvement shall be placed, constructed, erected, installed or made on any Unit or on or in any Limited Use Area unless such Exterior Structure or Improvement meets all square footage and other requirements that may be set forth in the Plats and the applicable zoning conditions and is in strict compliance with the provisions of this Article. In addition, no Exterior Structure or Improvement shall be commenced, placed or maintained upon any Unit or on or in any Limited Use Area until complete and final plans and specifications setting forth the information hereinafter described shall have been submitted to and approved by the ACC as to the harmony of the exterior design and general quality with the existing standards of the improvements located on the other Units, and as to location in relation to surrounding structures and topography.

### **Architectural Control Committee.**

Responsibility for the review of all applications under this Article shall be handled by the Architectural Control Committee ("ACC"), the members of which need not be Owners and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Association. The ACC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ACC in having any application reviewed by architects, engineers or other professionals. The ACC shall have exclusive jurisdiction over all construction, alterations or additions on any portion of the Community and shall be the sole arbiter of applications and may withhold approval for any reason, including, without limitation, purely aesthetic considerations. The ACC shall have the right, but not the obligation, to promulgate Design Guidelines and standards for the Community in order to provide guidance to Owners and Builders regarding the approval process, which Design Guidelines and standards may be amended by the ACC at any time and from time to time. Compliance with such guidelines and standards shall not guarantee approval of any application. Until the termination of the Development Period, Declarant retains the right to appoint all members of the ACC, who shall serve at Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form that is executed by Declarant and recorded in the Official Records. Upon the

expiration or surrender of such right, the Board of Directors shall appoint the members of the ACC, who shall thereafter serve and may be removed in the Board of Director's discretion.

**Signs, Flags and Other Items.**

- (a) General. Except as may be provided for or as may be required by legal proceedings, and except for signs that are permitted in Subsection (b) below and signs that may be erected by Declarant in connection with the development and sale or lease of Units or portions thereof, no signs, advertising posters, political placards, banners, flags, stickers, billboards, speakers, lighting, awnings, canopies, shutters of any kind, or other similar items visible from the exterior of an Improved Unit shall be erected, placed or permitted to remain on the Community (except for such items existing as of the effective date or originally installed by Declarant) without the prior written consent of the ACC. The Board shall have the right to erect reasonable and appropriate signs or lighting of any kind on the Common Areas on behalf of the Association.
- (b) Signs. No sign of any kind or character shall be erected on any portion of any Unit, or displayed to the public on any portion of any Unit or Limited Use Area, without the prior written consent of the ACC, except for customary name and address signs, one customary "for sale" sign advertising a Unit for sale and any sign required by legal proceedings. The restriction herein stated shall include the prohibition of placement of any sign within a residence located on an Improved Unit in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle.
- (c) National Flags. Notwithstanding anything to the contrary stated in the Governing Instruments, one (1) national flag of the United States of America not exceeding twelve (12) square feet in size may be displayed on a flag holder located on the exterior of an Improved Unit or the balcony, deck and/or porch attached to an Improved Unit. No flag shall be displayed in a manner inconsistent with any provision of the Freedom to Display the American Flag Act of 2005, or any applicable law. By taking title to a Unit, all Owners agree and acknowledge that the Board, on behalf of the Association, has substantial interest in protecting the aesthetic appearance of the Community and therefore may adopt additional reasonable restrictions pertaining to the time, place, or manner of displaying the flag of the United States of America.



#### **Approval Procedures.**

The plans and specifications which must be submitted to the ACC prior to the commencement of any such work upon any Unit or on or in any Limited Use Area, as hereinabove provided, shall contain at least the nature, kind, shape, height, materials, color, texture and location of such structure, alteration or landscaping and such other information as the ACC may reasonably request in order to render a decision. Notwithstanding the above, however, the ACC, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided that such activities are undertaken in strict compliance with the requirements of such resolution. In the event that the ACC fails to approve or disapprove any application within sixty (60) days after submission of all information and materials reasonably requested by the Association, the application shall be deemed approved. The ACC shall, upon demand, furnish to any Owner a certificate in writing signed by a member of the ACC, stating that any Exterior Structure or Improvement that has been approved and built in accordance with the provisions of this Section is in compliance with the provisions of this Section, and such certificate shall be conclusive as to whether the same is in such compliance.

#### **Construction Period.**

Unless otherwise agreed to in writing by the ACC, any Exterior Structure or Improvement must be commenced within thirty (30) days after ACC approval of the plans and specifications for same. After commencement of construction, the Owner shall diligently continue construction to completion in a timely manner and within the time limits and in the manner specified by the ACC at the time the project is approved.

#### **Waiver of Future Approvals.**

Each Owner acknowledges that the members of the ACC and Board will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the ACC or Board may adopt different architectural standards for different parts of the Community, based on street visibility and location of the proposed modification on the Community. The approval of the ACC or Board of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

**Variance.**

The ACC, in its sole and absolute discretion, may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the ACC from denying a variance in other circumstances.

**Limitation of Liability.**

The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Community only, and shall not create any duty to any Person. Declarant, the Association, the Board, and the ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, or for ensuring compliance with building codes and other governmental requirements or regulations. Moreover, Declarant, the Association, the Board, the ACC, and/or any member of any of the foregoing, shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the ACC and its members shall be defended and indemnified by the Association as provided in the Governing Instruments as though they were officers of the Association.

**Enforcement.**

Declarant, any member of the ACC, the Board, or the representatives of each, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Unit or Limited Use Area to inspect for the purpose of ascertaining whether any Exterior Structure or Improvement is in violation of this Article. Any Exterior Structure or Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request by the ACC, the Owner shall, at its own cost and expense, remove such structure or improvement and restore the Unit or Limited Use Area to substantially the same condition as existed prior to the nonconforming work. Upon the failure or refusal of any Person to perform the restoration required herein, the ACC, or their authorized agents or employees, may, after fourteen (14) days' notice to such Person, enter upon the property upon which such unauthorized work has been performed, and make such restoration as the ACC, in the exercise of its discretion, may deem necessary or advisable. Entry for such purposes and in compliance with this Section shall not constitute a trespass. The Person upon whose Unit or Limited Use Area such restoration work shall have been so performed shall be personally liable to the Association for all direct and indirect costs which the Association shall incur in the performance of such restoration work, including, without limitation, reasonable attorneys' fees that are actually incurred, and the liability for such cost shall be

secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in this Declaration. Such costs shall be paid to the Association by the Person liable for the same at the same time as the next due Annual Assessment payment, or at such earlier time, and in such installments, as the ACC shall determine. Unless otherwise specified in writing by the ACC, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit or Limited Use Area, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard, to enter upon the Unit or Limited Use Area and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment pursuant to this Declaration. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ACC.

The Architectural Modification Request Form is enclosed for your convenience.

Skyland Brookhaven Architectural Modification Request Form

Name \_\_\_\_\_ Address: \_\_\_\_\_

Home # \_\_\_\_\_ Work # \_\_\_\_\_

Email \_\_\_\_\_

Briefly describe the modification that you propose. If possible, please attach drawings, pictures, samples, and any information you might have at this point, that will assist the Board in making a decision when reviewing your request.

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This request is made on \_\_\_\_\_ (20 \_\_), the Architectural Control Committee and/or The Board of Directors will have 60 days to review this request and make a decision. You will be notified as soon as the Board reaches a decision.

Proposed date of Modification \_\_\_\_/\_\_\_\_/\_\_\_\_ Date of Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Sign Here: \_\_\_\_\_

(signature of unit owner)

Date of Decision \_\_\_\_\_ Approved \_\_\_\_\_

Denied \_\_\_\_\_ (Reason: \_\_\_\_\_

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Please form and material to return to [Altheia.Green@fsresidential.com](mailto:Altheia.Green@fsresidential.com) or fax to 770-521-2146.



## Skyland Brookhaven Rules and Regulations

A successful community has rules and regulations to ensure harmony amongst neighbors and maintain the community's curb appeal.

Here are some rules you should become familiar with!

Please read your Skyland Brookhaven Declaration of Covenants, Conditions, Restrictions and Easements for important rules such as, but not limited to:

- Use Restriction (page 27).
- Leasing (page 33).
- Insurance (page 39).

As always, please feel free to contact FirstService Residential for assistance if you have questions or concerns.

## MAINTENANCE RESPONSIBILITIES

### **Association's Maintenance Responsibility.**

Except as may be specifically provided otherwise below, the Association shall maintain the Area of Common Responsibility (whether or not constituting Common Areas), including: (a) any landscaping and other flora, parks, Exterior Structures or Improvements located outside of a Unit, including any entry features to the Community (including any lighting and irrigation systems serving the entry features); (b) private alleys, parking areas, driveways and sidewalks; (c) the roofs, gutters and exterior painting of each of the Improved Units; (d) all landscaping within and on the Community; (e) all amenity areas, if any; (f) trash removal; (g) pest control and termite/wood infestation treatment and bond; and (h) the front porch/stoop and front stairs leading to an Improved Unit, and the areas underneath the front stairs of an Improved Unit (but excluding any HVAC systems, including, but not limited to, the condenser and related equipment, located in such areas).

The Association may be relieved of all or any portion of its maintenance responsibilities to the extent that such property is dedicated to any local, state or federal government or quasi-governmental entity and said entity accepts the responsibility for maintenance. In the event of any such assumption, assignment or dedication, however, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board of Directors determines that such maintenance is desirable or necessary to maintain the Community-Wide Standards. In the event that the Association determines that any maintenance which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the Occupant, family, guest, invitee or lessee of an Owner, then the Association may perform such maintenance and all costs thereof may be assessed against the Owner as a Specific Assessment.

The Board of Directors, in its sole and absolute discretion, may leave portions of the Community as undisturbed natural areas and may change the landscaping on the Area of Common Responsibility at any time and from time to time, including the event that the Association determines that any maintenance which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the Occupant, family, guest, invitee or lessee of an Owner, then the Association may perform such maintenance and all costs thereof may be assessed against the Owner as a Specific Assessment.

The Board of Directors, in its sole and absolute discretion, may leave portions of the Community as undisturbed natural areas and may change the landscaping on the

Area of Common Responsibility at any time and from time to time, including the adding or modifying of landscaping improvements, such as the planting of seasonal flowers.

**Owner Responsibility.**

Except to the extent that responsibility is assumed by the Association in Section above, each Owner shall maintain and keep in good condition, order and repair all structures and improvements on the Unit, including, but not limited to, the windows and doors, and the Limited Use Areas in a manner consistent with the Community-Wide Standards and the Governing Instruments. In addition, Owner shall keep the Unit and all Limited Use Areas free from all litter, trash and refuse and comply with all governmental health and police regulations. Furthermore, Owner shall maintain and keep in good condition, order and repair all HVAC systems (including, but not limited to, the condenser and related equipment), lighting systems, fixtures, pipes, lines, ducts, conduits, or other apparatus that serve only such Owner's Improved Unit or, if located outside such Owner's Improved Unit, the portion of the pipe from the cutoff valve serving the Improved Unit (including all gas, electricity, water, sewer and HVAC pipes, lines, ducts, conduits and other apparatus and the cut off valves for same serving only the Improved Unit). Any maintenance that involves an exterior change (within or outside of the Improved Unit or the Limited Use Area serving such Improved Unit) shall require prior approval of the Architectural Control Committee or its designee in accordance with Article VII of this Declaration. Each Owner also shall be obligated to:

- (a) perform Owner's responsibility in such manner so as not to unreasonably disturb other Owners and Occupants of the Community;

- (b) perform Owner's responsibility in a manner that is consistent with the Community-Wide Standards;

- (c) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible;

- (d) pay for the cost of maintaining, repairing, and replacing any item that is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of maintaining, repairing, and replacing any item that, although the responsibility of the Association, is necessitate by reason of the willful or negligent act of an Owner and such Owner's lessees, tenants, agents or invitees, with the cost thereof to be added to and become part of the Owner's next chargeable assessment; and

- (e) aid and assist the Association and its agents and employees as requested by the Association or its agents and employees, including, without limitation, removing, covering, shielding, or otherwise protecting any and all personal property in the areas to be maintained or repaired by the Association and its agents and employees in order

for the Association and its agents and employees to conduct its maintenance and repair obligations on a Unit and the Limited Use Area serving such Unit. The Association and its agents and employees shall not be liable for any injury, damage or loss to such personal property that is not removed, covered, shielded or otherwise protected by the Owner or Occupant of the Unit on which such personal property is located as requested by the Association or its agents and employees. The Board of Directors shall have the right, upon resolution, to require all or any Owner to perform such work or acts with regard to those items which are the Owner's maintenance responsibility hereunder that will, in the Board's sole and absolute discretion, decrease the possibility of fire or other damage to a Unit, reduce the insurance premiums paid by the Association or otherwise assist the Board in obtaining or maintaining insurance coverage, provide that the cost of such work does not exceed Three Hundred Dollars (\$300) per Unit in any twelve (12) month period. This right includes, by way of example and not by limitation, the right to require Owners to install and maintain smoke detectors and the right to require Owners to certify that they have checked and, if necessary, replace the batteries in their smoke detectors. In the event the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance of items for which such Owner is responsible, the Association shall, except in emergency situations, give the Owner written notice of the Association's intent to provide such necessary maintenance at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, or in the event that such maintenance is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions herein, the Association may provide such maintenance and all costs thereof shall be assessed against the Owner as a Specific Assessment.

**Section 9.3. Damage or Destruction.** In the event of the occurrence of any damage or destruction by fire or other casualty to the improvements on a Unit, such damage or destruction shall be repaired or rebuilt, as applicable, in all events. All repair, reconstruction or rebuilding of the improvements shall be substantially in accordance with the plans and specifications for such damaged or destroyed Improved Unit immediately prior to the occurrence of such damage, or in accordance with such differing plans and specifications as are approved for such purpose by the Owner of such Unit and the Board of Directors. The Owner of such damaged or destroyed Improved Unit shall be responsible for ensuring that the work of repairing, reconstructing or rebuilding a damaged or destroyed Improved Unit is completed as

soon after the occurrence of such damage or destruction as is reasonably practicable, at no cost or expense to the Association.

**Inspection, Maintenance, Repair and Replacement of a High-Risk Component.**

The Board may, from time to time, after notice to all Owners and an opportunity for members comment, determine that certain portions of an Improved Unit required to be maintained by the Owners, or certain objects or appliance within a residence located on a Unit, pose a particular risk of damage to other Units and/or the Common Areas if they are not properly inspected, maintained, repaired or replaced. By way of example, but not limitation, these portions, objects or appliances may include washing machine hoses, smoke detectors and water heaters. Those items determined by the Board to pose such a particular risk are referred to herein as a "High-Risk Component." The Board may require one or more of the following with regard to a High-Risk Component:

- (a) that it be inspected at specified intervals by a representative of the Association or by an inspector(s) designated by the Board;

- (b) that it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective;

- (c) that it be replaced or repaired with items or components meeting particular standards or specifications established by the Board;

- (d) that when it is repaired or replaced, the installation include additional components or installments specified by the Board;

- (e) that it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Board; and

- (f) if the replacement or repair is completed by an Owner, that it be inspected by a Person designated by the Board.

The imposition of requirements by the Board in this provision shall not relieve an Owner of the Owner's obligations regarding a High-Risk Component, including, but not limited to, the obligation to perform and pay for all maintenance, repairs and replacement thereof. If any Owner fails or refuses to maintain, repair or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association may, in addition to all other rights and powers granted to it pursuant to the Governing Instruments, enter the Unit for the purpose of inspecting, repairing, maintaining, or replacing a High-Risk Component, as the case may be, and charge all costs of doing so back to the Owner as a Specific Assessment.

### **Inspection Obligations.**

(a) Contract for Services. In addition to the Association's general maintenance obligations set forth in this Declaration, the Association shall, at all times, contract with (subject to the limitations otherwise set forth in this Declaration) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Community.

(b) Inspection Responsibilities. Declarant shall provide the Association with maintenance criteria, maintenance manuals, and warranty requirements for the Area of Common Responsibility (collectively the "Maintenance Manual"). The inspectors shall inspect component parts of the Area of Common Responsibility in accordance with the Maintenance Manual. The Association shall update the Maintenance Manual on a regular basis. The Association shall be responsible for meeting all requirements under such Maintenance Manual.

(c) Schedule of Inspections. The inspections shall take place at least annually or as recommended in the Maintenance Manual. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board of Directors shall report the contents of such written reports to the members of the Association at the next meeting of the members following receipt of such written reports or as soon thereafter as is reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of this Declaration below, the Board of Directors shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

(d) Notice to Declarant. For a period of ten (10) years after the conveyance of the last Unit on the Community to an Owner other than Declarant or a Builder, the Association shall, if requested by Declarant, deliver to Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

(e) Applicability. The provisions of this Section shall not apply during the Declarant Control

### Skyland Brookhaven Pool Rules

1. All members are advised to familiarize their children with all pool rules. Parents/Guardians are responsible for their children under all circumstances.
2. There is NO lifeguard on duty. Everyone is responsible for the safety of themselves, their children and their guests.
3. The gate to the pool area must be closed and locked at all times.
4. No glass containers, breakable containers, or chewing gum allowed in the pool area.
5. For safety reasons, the following activities are prohibited:
  - a. Running
  - b. Pushing
  - c. Jumping on others
  - d. Spitting
  - e. Nose blowing in the pool
  - f. Dunking or holding others under water
  - g. Diving
6. In the event of thunder and lightning, all members/ guests must evacuate the pool area.
7. No solo swimming.
8. In accordance with health department requirements:
  - a. Proper swimwear is required at all times.
  - b. Swimming with contagious disease or infectious conditions, including blisters or cuts is prohibited.
  - c. **All children not toilet trained must wear swim diapers.**
  - d. Showering after heavy perspiration is required before entering the pool.
9. No children under 18 years of age are permitted to enter the pool area without a parent or guardian present
10. Children are not allowed to spend excessive time in the restrooms without parental supervision.
11. Radios, CD players, etc. must be kept at minimal volume levels. Please consider the use of headphones.
12. No pets, bicycles, skateboards, skates or other vehicles are allowed in the pool area.



13. Smoking is prohibited in the pool area.
14. No food is permitted within 6 feet of the pool edge. No drinks are allowed in the pool.
15. All trash must be placed in trash receptacles provided, especially food trash and containers.
16. Reservation of pool chairs and tables when not in the pool area is prohibited.
17. The pool furniture is not to be used outside the pool area.
18. The pool furniture must be moved by picking it up rather than dragging it from one place to another. Moved pool furniture must be picked up and returned to its original location after use.
19. Tables must be cleaned/wiped down after use.
20. Umbrellas must be put down after each use.
21. Water wings, children's small floats, snorkel tubes, face masks, kick boards, flippers, and "nerf" type balls under 12" in diameter are permitted. Other flotation devices will be permitted based upon occupancy of the pool.
22. Members wishing to invite more than 7 guests at a time need to contact and receive approval from the pool committee 1 week before using the pool.
23. The pool and surrounding area may not be reserved for exclusive use.
24. The pool is to be used exclusively for Skyland Brookhaven residents in good standing with the Homeowners Association and their accompanied guests. Residents not in good standing with the Homeowners Association are not permitted to use the pool.
25. No alcoholic beverages are allowed for anyone under the age of 21. If consuming alcohol, discretion should be used and containers concealed. Alcohol brought into the pool area by members and guests should be for personal use only and is their responsibility to monitor consumption and who is accessing coolers. Remember, no glass containers.
26. In using the pool, members and guests must be considerate of others enjoying the facility. Examples of behavior that would interfere with the enjoyment of the facilities by others include exuberant / boisterous play, loud music, use of abusive language, apparent intoxication or destruction of property. Individuals engaged in this type of behavior are subject to expulsion from the pool area.
27. The health and safety of members and their guests are ultimately their own responsibility. In using the pool, members and guests assume all liability. Skyland Brookhaven assumes no responsibility or liability for anyone using the pool. This includes the loss or damage of personal property while at or using the pool.



28. These rules are designed to ensure a safe and enjoyable recreational experience for all members and their guests. In addition, these rules are designed to protect the assets of the community for which all Skyland Brookhaven residents are ultimately financially responsible. Violation of these rules, therefore, cannot be allowed. Enforcement of these rules is the responsibility of all members and the lifeguard on duty. Repeated rule breaking will be escalated to the Skyland Brookhaven Board of Directors for disciplinary action as required to ensure compliance. Infraction of any pool rule may result in fines and suspension of pool privileges at the discretion of the Board of Directors.
29. Inappropriate or suspicious behavior should be reported to the City of Brookhaven Police (911) and FirstService Residential at 404-917-0600.

## Skyland Brookhaven Fitness Center Rules and Regulations

- The Fitness Center is for the use and enjoyment of Skyland Brookhaven owners and guests during operating hours.
- Users of the Fitness Center will do so at their own risk. The Skyland Brookhaven is not responsible for any injury that may occur to individuals participating in any exercise activity.
- Participation in exercise activity is on a voluntary basis. Individuals should consult their physician before engaging in an exercise regime.
- The Skyland Brookhaven Fitness Center is intended to give authorized users a clean, safe and enjoyable place to exercise for general fitness purposes.
- The Skyland Brookhaven Fitness Center is for **Non-Commercial Use. It shall not be used for any commercial enterprise**, including conducting personal training programs for hire. Personal trainers engaged by a resident or authorized user of the Fitness Center for their own purposes are allowed.
- Proper athletic attire must be worn at all times. Shirts must be worn at all times in the exercise room. Users are required to bring a towel with them for their exercise session.
- Tennis shoes must be worn at all times. Absolutely no sandals, open toed or open-backed shoes are permitted.
- Food and/or gum are not permitted in the Fitness Center.
- Water, Gatorade or sports drinks are permitted provided they are in a sealable plastic container.
- Music playing devices are not permitted unless they are equipped with headphones.
- Smoking and tobacco products are not permitted in the Fitness Center.
- The Skyland Brookhaven is not responsible for lost or stolen items.

- All members are required to wipe down cardio and weight room equipment after each use.
- Other members must be allowed to “work in” between sets.
- Return weights and other items to proper place of storage.
- Weights or dumbbells may not be dropped on the floor or benches.
- When someone is waiting for a machine, observe a 30-minute time limit on each cardiovascular machine.
- Report damaged equipment, unsafe exercise conditions, or injuries immediately to the front desk staff.
- The Skyland Brookhaven reserves the right to refuse access to the Fitness Center service to any Owner or guest who violates any rule or regulation or engages in any verbal and/or physical abuse of staff or other owners or guests.