



Community Management Associates, Inc.

**UNANIMOUS RULE OF THE BOARD OF DIRECTORS OF PEACHTREE MALONE
CONDOMINIUM ASSOCIATION, INC.**

MOVING/IMPACT FEE

WHEREAS, Peachtree-Malone, L.L.C., a Georgia limited liability company, as Declarant, executed that certain Declaration of Condominium of Peachtree Malone Condominium, which was recorded on December 7, 2000 in Deed Book 11738, Page 796, *et seq.*, DeKalb County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, PEACHTREE-MALONE CONDOMINIUM ASSOCIATION, INC., a Georgia nonprofit corporation (the "Association") is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, the Board of Directors of the Association constitutes the body responsible for the administration of the Association and, as such, is granted certain authority pursuant to the Declaration; and

WHEREAS, Article VIII, Section 8.05 of the Declaration grants the Board of Directors the authority to establish and adopt rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and Common Elements; and

WHEREAS, the Board of Directors desires to adopt a Rule to address the increased damage to the Common Elements associated with Owners and Occupants moving in and out of Units in the Condominium; and

WHEREAS, the Board of Directors deems it to be in the best interest of the Condominium to collect a non-refundable impact fee to cover the expenses and damages to the Common Elements arising from Owners and occupants moving in and out of Units in the Condominium;

NOW, THEREFORE, the undersigned constituting the duly elected Board of Directors of Peachtree Malone Condominiums Association, Inc. hereby adopt the follow Rule regarding the collection of a non-refundable impact fee:

RESOLVED, that prior to moving into the Condominium, each Owner or Occupant, as applicable, shall pay to the Association, a non-refundable fee in the amount of One Hundred and Fifty Dollars (\$150.00) ("Impact Fee") to cover the cost of any damage to the Common Elements of the Condominium during said move and normal, ordinary wear and tear to the Common Elements associated with the moving process. Should the cost of any maintenance, repair or replacement to the Common Elements exceed the Impact Fee (the "Additional Charges"), the Association shall provide the Owner or Occupant with written notice of the deficiency within thirty (30) days. The Impact Fee and the Additional Charges shall be collected in the same manner as the collection of assessments as provided in the Declaration. In the event that an Owner or Occupant fails to pay either the Impact Fee or the Additional Charges, as applicable, a lien shall attach to the Unit of the Owner or Occupant, as the case may be, and the Association shall be entitled to pursue all available remedies under the Declaration and Georgia law for nonpayment of the same.



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FURTHER RESOLVED, that this Rule shall be placed in the records of the Association and distributed or otherwise made available to all Owners; and

FURTHER RESOLVED, that this Rule may be executed in one or more counterparts, each of which shall be deemed an original and taken together shall constitute one and the same document; and

FURTHER RESOLVED, that unless otherwise defined herein, the words used in this Rule shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned constituting all of the duly elected and/or appointed members of the Board of Directors of the Association have consented and adopted the foregoing as of the 12th day of May, 2011.

DIRECTORS :

Signed:
Print Name: Donnie Pirozzi
Director

Signed:
Print Name: Rob Koch
Director

Signed:
Print Name: Scott Taylor
Director

Signed:
Print Name: Matt Coleman
Director

Signed:
Print Name: Jennifer Leson
Director