



Element Condominium Resident Handbook



Welcome to your home at Element!



Dear Element Resident:

We are so delighted to have you as a new neighbor. Welcome to the neighborhood! We want to thank you for choosing our building as your new home and hope you will come to enjoy all the of the Element amenities, plus the excitement and convenience of living in the heart of Atlantic Station.

For Element policies and procedures, please take the time to review this Resident Handbook thoroughly. It is the result of a combined effort on the part of Unit Owners and property management's expertise, and it has been reviewed and adopted by the Element Board of Directors. While this publication is designed as a reference tool to assist you in enjoying the building's facilities, and while it explains such things as move-in procedures, parking policies, amenities and other available services, it should be read in conjunction with the Element Declaration and By- Laws.

In establishing and maintaining the Rules and Regulations, the Board shall make every effort to ensure that they do not affect the unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership. Any owner violating the Rules and Regulations, Architectural Control Standards, Declaration or Bylaws will be subject to penalties, including but not limited to monetary fines. It is a homebuyer's obligation to be aware of the Declarations, Bylaws, and Rules and Regulations. Condominium living may be new to many homeowners; therefore, it is suggested that the Rules and Regulations, Declarations, and Bylaws be read in their entirety. This type of community requires that there be certain guidelines to preserve the asset and living experience. At any time should a homeowner have questions or concerns, please feel free to contact the Management Team for assistance and clarification.

The Board or anyone under its direction may enforce the Rules and Regulations, Declaration and Bylaws, and Architectural Control Standards, including but not limited to Property Management and the Architectural Control Committee. The Board reserves the right to change, amend, refine, or revise the Rules and Regulations and Architectural Control Standards at any time and will notify the members of the Association.

These Rules and Regulations apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees, and guests; and shall be enforced by the Board of Directors in accordance with the applicable Declaration and Bylaws.

As residents, you are requested to exercise appropriate restraint, moderation, tolerance, and consideration in your conduct and living habits since they may affect your neighbors. Likewise, you should expect reciprocal consideration from your neighbors. Therefore, please observe the well-known Golden Rule: that is, be as considerate of your neighbors as you would like them to be considerate of you.

The rules and regulations contained herein supersede, and take precedence over, any other resident guide published and distributed prior to the revision date listed top right on the pages and are issued pursuant to The Element Declaration and By-Laws, the Georgia Condominium Act, and the Georgia Nonprofit Corporation Code.

Welcome to Element!

Sincerely,

Element Board of Directors
Element Property Management



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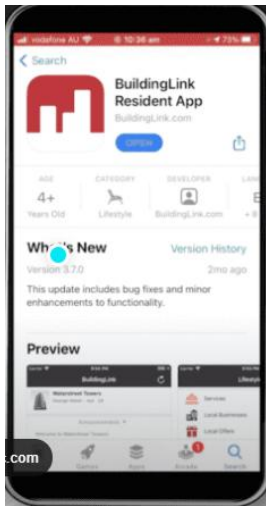


PHONE DIRECTORY

Atlanta Police/Fire/Ambulance	911
Georgia Poison Control (Grady Health System)	404-616-9000
Emory Midtown Hospital	404-686-4411
Emory University Hospital	404-712-2000
Grady Hospital	404-616-1000
Northside Hospital	404-851-8000
Piedmont Hospital	404-605-5000 404-605-3297
St. Joseph's Hospital of Atlanta	678-843-7001
Important Element Numbers	
Element Property Management Offices	404-551-3970
Management Fax	404-372-7361
Nighttime Security Officer	404-372-7361
Luxer One (Package System)	415-390-0123
<u>Utilities</u>	
Georgia Power	888-660-5890
Comcast (TV, phone & internet)	www.xfinity.com
Google Fiber	833-999-2889
A Tow (for towing from your parking spot)	404-577-8950
City Wide (for guest booting/towing)	404-664-8543
<u>MISC Numbers</u>	
MARTA schedule information	404-848-5000
Federal Express	800-463-3339
UPS	800-742-5877
U.S. Post Office	800-275-8777
USPS Midtown Location 570 Piedmont Ave NE, Atlanta, GA 30308 M-F 9:00am – 5:00pm	404-874-8718 1-800-275-8777



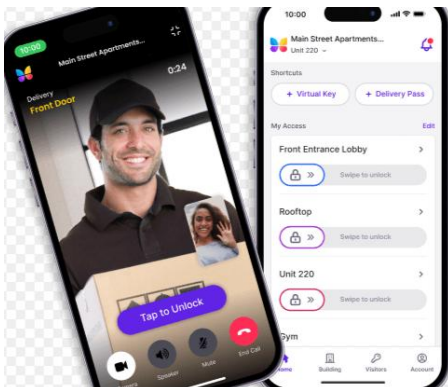
IMPORTANT APPS



BUILDING LINK APP



LUXER ONE APP



BUTTERFLY MX APP



YOUR NEW MAILING ADDRESS:

390 17th St NW
Unit # _____
Atlanta, GA 30363

ONSITE MANAGEMENT ADDRESS:

Element Condo Association
390 17th St NW
ATTN: Management
Atlanta, GA 30363

ON - SITE MANAGEMENT OFFICE HOURS

Monday-Friday – 9:00 am – 6:00 pm
Saturday and Sunday – closed.
Closed Major Holidays.
Management Phone # 404-551-3970

ELEMENT BUILDINGLINK WEBSITE

Element Condos provides residents access to BuildingLink, a user-friendly online portal and app that centralizes communication, services, and community features. Once you receive your personalized login invitation from management, you can access BuildingLink to: View management notices and important community announcements, submit and track Common Area Maintenance requests, reserve amenities like the Club House, access important building documents and newsletters, community bulletin board, set your personal notification preferences, contact info, emergency contact, and more. Residents can also view their financial account and access the property's online payment processor.

Many of these features—including push notifications, amenity reservations, and accessing documents—are available both on the web and through the BuildingLink Resident app, available for iOS and Android.



ELEMENT ONLINE

The Element website address is: www.Element.Buildinglink.com

The Element Building Link website offers many more materials in addition to this handbook such as an events calendar, posted Board and Committee Meeting Minutes, official documents and policies, printable forms and electronic forms, links to communicate with Management and/or Board, community photos and more. You may also sign up for our community e-mail distribution for important updates and announcements.

- View building notices, documents, and forms in Online Library.
- Key Release Authorizations for your unit.
- Submit maintenance requests for Common Area repairs.
- Post visitor or contractor permission-to-enter instructions.
- Access Online building address book and events calendar.
- Post or view items for sale/wanted or services offered/needed, in Online bulletin board.

Please contact the Management Office for log-in credentials.



www.elementcondominiums.com



Welcome to Your Official Resident Website

ELEMENT CONDOMINIUMS

390 17th Street NW • Atlanta, GA 30363

Repair Requests
Front Desk Instructions
Building Documents Library
Online Building Address Book
Resident Bulletin Board
and more...

Login

Username:

Password:

[Single Sign-on](#)

Enter

☐ Keep me logged in on this computer

[Forgot Username/Password?](#)

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BuildingLink



MONTHLY ASSOCIATION FEES

Through the Vantaca portal, you can make payments via e-Check, credit, or debit card; you can also set your account up on ACH to have your payments automatically withdrawn from your bank account every month.

Checks should be made payable to:

Element Condominium Association, Inc.

Checks need to be mailed to the following address:

Element Condominium
c/o HomeOwners Advantage LLC
PO Box 98512
Phoenix, AZ 85308-0512

****Your unit number OR your homeowner account needs to be on your check to be properly applied to your account. ****

Consider having your Association Dues auto drafted or set up on Bill Pay through your Vantaca or your banking institution. It will be one less bill you have to remember each month! You will need to schedule ACH payments on the homeowner portal at https://portal.hoadv.com/Home_v2/Login Management can provide your account number once it has been established. If you use Online Banking, please contact your bank for Bill Pay features.

DELINQUENT ASSESSMENTS

- Borrowing from one's neighbors is not appropriate to meet personal or community needs.
- The Board's duty is to protect the financial interests of the Association, and it will govern itself accordingly.

Monthly Association dues are due in full on or before the first of each month. A 10% late charge and interest fee is applied to payments received after the 10th of the month. Any payment still outstanding 45 days after it first became due will, without further notice, be automatically forwarded to the collection's attorney. At that point, collection fees and interest will be added to any late charges already applied. All payments received will first be applied to the cost of collection and the balance of the payment will be credited to the debt. Once an account is sent to attorneys, in addition to late fees, a ten percent per annum interest rate will be applied from the date the assessment was originally due, plus costs and additional reasonable attorney's fees actually incurred shall be assessed to the account. If not paid within thirty days, a suit shall be filed against the member---and may also include assessments accelerated through the balance of the fiscal year---as well as possible foreclosure of the Association's lien against the unit.



Element's Payment Portal - Vantaca



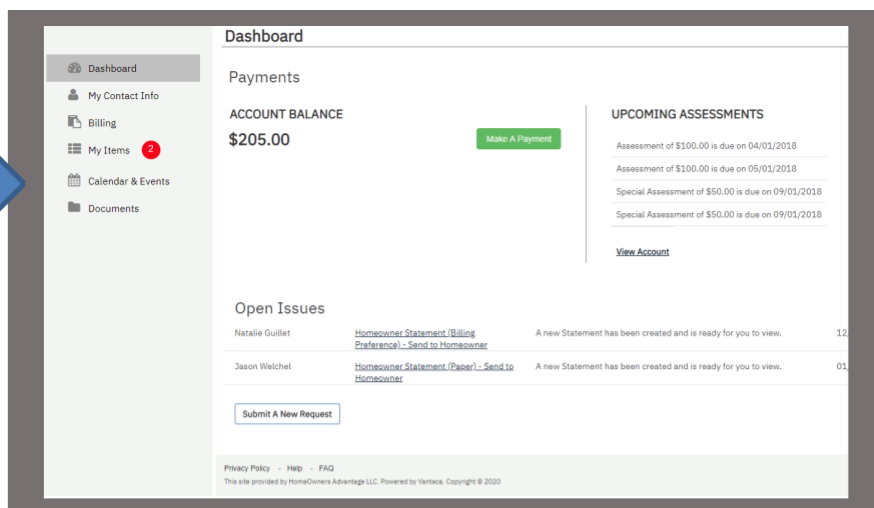
HomeOwners
ADVANTAGE

<https://portal.hoadv.com>



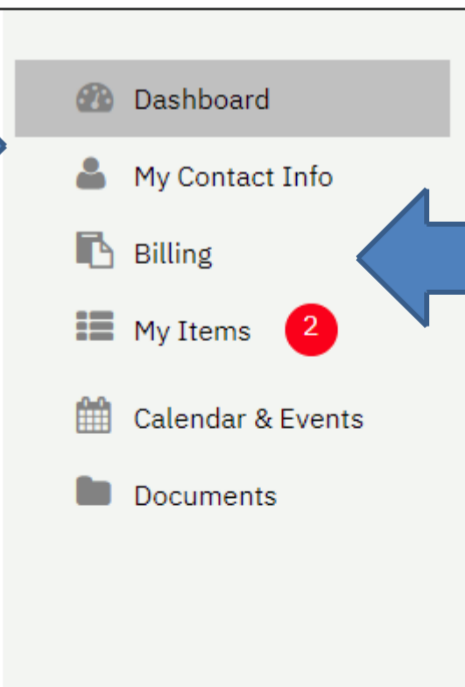
Homeowner Dashboard

This area of the portal gives you a view of the items related to your account (dues, open issues, etc.)



On the left portion of the screen, you can see a ribbon menu.

The ribbon contains actions and information about your property.



Billing is where you can your current transactions and set up Auto-Draft and Credit Card Payments*.

*There will be a processing fee for paying with a credit card, debit card and e-Check. This fee is charged by the bank and not HomeOwners Advantage or your Association.



HomeOwners
ADVANTAGE



Dashboard–Billing

Under the menu ribbon, click on Billing. This page is where you can see details on your current balances and payments.

The Current Balance at the top of the page is the most recently due amount.

Charges are in descending order.

Payments are shown inside parenthesis.

Overview Make a Payment

Please note that if your account is in collections/with legal, the transactions below may not reflect all current charges.

If you have a question about your owner account, please visit the [Submit a Request](#) page and submit a Billing Question.

Current Balance **\$205.00**

Current Balance \$205.00 Due on 1/1/2021	Make this payment via: Auto-Draft Credit Card
Account #: 99922277 Association: Presidential Valley	

Click Auto-Draft to set up a reoccurring payment. You can also make a Credit Card payment by clicking Credit Card

Account History

[Download Report](#)

99922277 - 1881 Pennsylvania ...

Tran Date	For	Amount
01/01/2021	Assessment	\$105.00
01/01/2021	Special Assessment	\$100.00
	Previous Balance	\$0.00

[View All History](#)

Default date range is Last 30Days but can be changed by clicking View All History and changing the range to Last 30, 60, YTD or Full History.

Copies of your Account Details can be download by clicking the “Download Report” button.

*There will be a processing fee for paying with a credit card, debit card and e-Check. This fee is charged by the bank and not HomeOwners Advantage or your Association.



AMENITIES

Bicycle Storage

All bicycles and Scooters must be registered with Property Management. These items are locked and stored at the owner's risk. Bicycle racks are located throughout the Parking Deck for residents' use. Bicycles must be secured using appropriate chains and locks. Bicycles must be maintained with tires inflated, in working conditions, and in keeping with the standards of the property (i.e., regularly cleaned and relatively free of damage.) Any abandoned bicycles will be donated to a local charity. Element Condominium Association, Inc., and its agents accept and maintain no responsibility or liability for theft, damage, or accidents to or from an owner's bicycle. All risks and liability remain solely with the bicycle owner, who should maintain adequate insurance coverage for such potential occurrences. **Motorcycles are accorded no additional parking and must be parked in Unit's assigned space.**

Package Delivery – Luxer One

Packages are delivered to the Element Package Room from all mail carriers. Element Condos utilizes Luxer One, a secure, automated locker system designed to make package delivery and pickup easy—but it does require your active participation.

1. Register to Receive Packages

- Before ordering deliveries, all residents must register for a Luxer One account using the email address on your lease (if your name is not on the lease, please verify with management)
- Visit app.luxerone.com, click Create Account, or use Forgot Password if you are already in the system.
- Registration ensures:
 - You will receive automated delivery notifications (via email or text),
 - You can access your packages using a unique pickup code,
 - You can manage billing or hold settings in your Luxer One account.

2. Pick Up on Time — It's Your Responsibility

- Time limits vary by property and are set by building management.
- To find your specific pickup window or any related fees, log into your Luxer One account and check the settings tab.
- If a package is not picked up in time:
 - It may be returned to the sender,
 - You may be responsible for return shipping or related charges.
- Be proactive, stay on top of your notifications and act quickly to avoid inconvenience or fees.

3. Manage Your Holds If You Cannot Retrieve Immediately

- If you will not be able to pick up a package delivered right away, you can place that individual package on hold via your account under the Orders tab, selecting Hold Package and specifying a hold-until date.
- If you will be gone for several days, use the Vacation Hold feature under the settings → My Preferences section to pause delivery pickups automatically until your return. This ensures packages will not be marked late or returned prematurely.
- Both hold options depend on your property's policies; any limits will be shown to you when placing the hold.



4. Troubleshooting — What to Do If Something Goes Wrong

Should you run into issues retrieving your package:

<u>Problem</u>	<u>What You Should Do</u>
Lock does not open; you hear clicking	Tap “Re-Open Locker” and gently press the door. If that fails, stop by the leasing office for assistance.
Locker opens—but it is empty	Double-check it is the correct locker, then contact Luxer One at 415-390-0123 or support@luxerone.com.
Package appears lost or misplaced	Report it immediately for video review and investigation. If not located, file a claim with the carrier or sender.
Package too large for locker	It may be left at the leasing office or returned by the carrier. If missing, contact Luxer One support

The Association and Management are not responsible for any damaged or missing packages.

Fitness Rooms

- The Fitness Center is open 24-hours every day.
- The Fitness Center has free weights, stationary bicycle, elliptical machine, stair climber and treadmills.
- Removal of any equipment from the Fitness Center is strictly prohibited.
- Please be considerate of others by limiting your use to thirty continuous minutes per machine.
- As a courtesy to others, residents must wipe down the equipment after using it and return the free weights to their proper storage rack.
- **Due to the close proximity of the weight room to residential units, all residents are directed NOT TO DROP WEIGHTS. This noise is very loud for neighboring units. Warnings will be issued, and fines can be assessed to the unit/resident for violations.**
- Residents must be present whenever their guest(s) are using the fitness facilities.
- **NO GLASS CONTAINERS are allowed in any of the fitness rooms. Fines will be issued for failure to comply. Any fines incurred by the Association for non-compliance with this regulation will be assessed against the responsible unit/resident.**
- The Association does not endorse or provide any personal training services. Residents are prohibited from conducting or providing personal training or coaching sessions.
- Abuse of this space or repeated noise violations will cause the use of this amenity to be revoked by the violating unit/party. Please use this space, respectfully.
- Please report any defective or broken fitness equipment to the Management Office.

Use of fitness room and equipment is at the user’s own risk. The Association specifically disclaims any liability or responsibility for any and all injuries.



Grills

- Gas grills are located at the Element Pool and the Zen Garden and are available to all residents.
- The grills are available on a first come first serve basis.
- **Please do not add charcoal to the gas grills.**
- Before grilling, residents should familiarize themselves with the proper use of the equipment.
- Instructions for using (turning on gas & lighting) are posted next to the grills on the lamp post.
- Glassware is prohibited at the Grills or in the Pool or Zen Garden Area. Failure to comply will result in fines, and any fines incurred from the regulatory entities and, if required, the draining and refilling of the pool/ponds.

Grill Use Instructions

To Start Grill: Make sure all knobs on the grill are in the “OFF” position.

To Turn on Grill Gas: Turn timer to grill “ON”

Each grill has its own timer. Turn the timer clockwise to the desired time.

Open lid to grill, DO NOT stand over grill.

Push down knob for 5 seconds, while holding turn to (Hi light)

Repeat the step above for each knob. When they are all lit, you may set the knobs to your desired temperature.

When finished make sure all knobs on the grill are in the “OFF” position and the timers is “OFF”

PLEASE BE SURE TO CLEAN UP AREA AFTER GRILLING

Swimming Pool

- The pool is open seasonally from 8:00 am to 9:00 pm.
- Proper swimming attire is required in the pool area. Street clothes or cutoff shorts are not permitted in the pool.
- Pets are not allowed in the pool area at any time.
- A shower is located next to the pool. Shower prior to entering the pool.
- The pool area is for the exclusive use of residents and their authorized guests.
- **Each unit is limited to two (2) guests. A resident MUST always accompany their guest(s) in the pool area and/or amenity areas.**
- **By order of the Fulton County Health Department, NO GLASS CONTAINERS are allowed inside the pool area. Violation Notice and heavy fines will be issued for failure to comply. Any fines incurred by the Association for non-compliance with this regulation will be assessed against the responsible unit/resident.**
- No person impaired by alcohol or drugs is allowed in the pool area.
- People with active communicable diseases, infections, or bandages are not permitted in the pool.
- A child in diapers is not allowed into the pool area without wearing leak-proof swim pants.
- No smoking within the pool area.
- No running, horseplay, loud noise, or music.
- Smoking is prohibited at the pool.

Use of pool is at the user’s own risk. The Associations specifically disclaim any liability or responsibility for any injuries. NO LIFEGUARD IS ON DUTY.



Club Room

The Club Room is located next to the Management Office off Mescaline Street.

- There are many components to the Club Room:
 - HDTV with Seating Area
 - Business Center with Computer and Printer
 - Conference Table and Chairs
 - Comfortable Seating Throughout
 - Kitchen area with Refrigerator
- The club room is available for rental for special events. The club room is not available for rental on major holidays, and rental does not include the pool area or fitness areas. Other residents are allowed continued access to these areas when rented by another resident.
- You can also make your reservation for the Club Room via Building Link. Club Room Reservation Application, Reservation Fee and Deposit is required for your reservation to be approved by Management.
- Club Room maximum capacity is 100 people.

Zen Garden

The Zen Garden at Element Condos is a peaceful outdoor space designed for relaxation and community. This beautifully landscaped area features calming water elements, comfortable seating areas, and a grill station available for residents to enjoy. Located next to the 17th Street Entrance, residents are welcome to use the Zen Garden for quiet time, reading, or gathering with friends and neighbors. When using the grill or seating, please be considerate of others and clean up after yourself so the space remains enjoyable for everyone.

Storage Units

Storage units are assigned to some units at Element. These storage units are individually owned. Management has no storage units for lease. If you are interested in finding an available storage unit for rent at Element, you will need to relay this request via Building Link or Facebook to fellow unit owners at Element. Management does not facilitate nor manage these storage units.

Storage of any hazardous materials, such as paint, turpentine, or anything flammable is not allowed. Check your storage unit periodically and make sure your lock is secure. Items are not allowed to be stored in open areas. It is recommended that you place items up off the floor to prevent possible water damage.

Element Residential Condo Association and/or Property Management are NOT responsible for any damage, theft, or loss of your personal items from the storage unit.



AMENITY RESERVATIONS

The Club Room is available exclusively for the social, non-commercial use of Unit Owners and Residents in good standing with the Association. Reservations are granted only after submission of a completed Amenity Reservation Form and receipt of a certified funds in the form of a cashiers check payable to Element Residential Condo: a \$500 refundable security deposit. Following inspection by Management or the Concierge, the deposit will be returned provided the room is left clean, undamaged, and in its original condition. If damages or excessive cleaning costs exceed the deposit, the Association may assess additional charges to the Unit Owner.

Eligibility & Reservation Process:

Only Unit Owners/Residents in good standing (current on Association fees) may reserve the Club Room. Reservations are limited to a maximum of 6 hours and 100 guests.

The Unit Owner/Resident must be present for the duration of the event and is responsible for all guests and their conduct.

A reservation is not confirmed until Management has received:

- A completed Amenity Reservation Form, and
- A Cashier's check- \$500 refundable rental fee (payable to Element Residential Condo)

At the conclusion of the event, the Club Room must be restored to its original state. All furnishings must be returned to their proper locations, and all trash, food, supplies, and equipment removed. Cleanup must be completed within one hour, and the room vacated by 11:00 p.m. Events must end no later than 10:00 p.m. Failure to restore the room will result in forfeiture of the security deposit.



Please keep in mind when reserving the Element Club Room:

- For safety and comfort, candles and other open flames are not permitted, except for food-warming devices.
- Pets are not allowed in amenity spaces, and smoking is prohibited in all amenity rooms and common areas. Private events are restricted to the Club Room itself; use of the lobby, hallways, pool, or other common areas is not permitted. The Kitchen Area located in the Club Room is available during your reservation.
- During reserved events, residents may continue to pass through the Club Room to access the pool.
- Music, language, or behavior that disturbs others is strictly prohibited.
- Management reserves the right to terminate any event immediately if rules are violated and may impose fines or suspend future reservation privileges.

Major holidays are blackout dates for reservations. Residents should consult the Amenity Reservation Calendar on the community website before submitting a request. The reserving Unit Owner or Resident is responsible for arranging guest parking. Guests may not park in permit spaces; unauthorized vehicles will be towed at the owner's expense.

By reserving the Club Room, Unit Owners and Residents acknowledge and accept full responsibility for the use of the space and agree to hold harmless Element Residential Condominiums and HomeOwners Advantage from any claims, losses, or damages arising from its use. Acts of vandalism, illegal conduct, or violations of community rules will be prosecuted and may result in the loss of future amenity privileges.

SERVICES



Water Billing

Your monthly water usage is included in your monthly Association Fee payment. You will **not** receive a monthly statement for your water costs as the community pays for the Association in full every month. Please be mindful, according to the Governing Documents, water service can be suspended to units in delinquency and/or due to outstanding violations.

Electricity

You must contact Georgia Power to initiate service. Go to www.georgiapower.com to start the process online, by setting up an account for a new service. Residential customer service can be reached at 1-888-660-5890, M - F 7am - 9pm. Electricity is at unit owner's expense.

Internet

You can select the vendor of your choice for your internet service. The Communication Room is accessible on each Residential Floor. The vendor will need to check in with the Management Office to obtain a key to this room. Internet is at unit owner's expense.

Key Release/Entry Authorization

Key release/entry authorization can be entered by owners/residents via the community website, Building Link. You must submit authorization to allow access to your unit. Please ensure the name that is being listed for authorized access to your home matches the name on their Driver's License.

Pest Control

The Association has contracted with a professional pest control service to treat all common areas on a regular basis. This does not cover individual units as pest control within individual units is the owner's responsibility. If you discover an issue, please alert Property Management, and they can relay your request to our pest control vendor for additional service for your home. This cost will be assessed back to your unit for payment.

Maintenance

All maintenance inside your unit is the homeowner's responsibility. Owners can submit work orders for Common Area Maintenance via their Building Link profile.

Unit Key on File Requirement

All Units are required to have a **current, working key** on file with the Management Office at all times. This is a condition of ownership at Element and is necessary to ensure that Management and emergency personnel can access Units in the event of an emergency. Failure to maintain a valid key on file will result in monetary fines. Neither the Association, Management, nor its representatives shall be liable for any loss or damage arising from holding or using a Unit key for these purposes.



ACCESS CONTROL

Access Control Systems

A key fob is the "key" to access Element, and it will be needed to access most areas into and within the building. Be sure to make it a daily routine to carry your fob with you as you exit your residence. Access throughout the majority of the building is controlled through locked doors and gates. Contact the Management Office with any issue with accessing authorized areas of the building.

Residents may access authorized areas by using either a key fob or Butterfly System to access the community. Guests may request access via the Butterfly System. Butterfly locations: (1) Package Room off Mescaline Street (2) Breezeway to Pool off Mescaline Street (3) Entrance to 300 Building from Breezeway (4) 16th Street Parking Gate Entrance (5) 17th Street Parking Gate Entrance.

**You must be registered with the Butterfly System for your information to be populated in this system for you to gain or allow access through this system. **

➤ **Key Fobs**

Fobs are normally transferred from seller to buyer during the unit's closing, along with their unit and mailbox keys.

- Maximum of two (2) fobs are allowed per bedroom. **No exceptions.**
- Replacement fobs may be purchased from the Management Office for \$50 each.
- Lost key fobs: Immediately report a lost fob to the Management Office. It will be deactivated to prevent unauthorized building access. (The fob can be reactivated if found, subject to the maximum number noted above.)

****Management has the right to audit key fobs at any time. ****

Butterfly MX System (Call Boxes)



Element Condos uses ButterflyMX, a smartphone-based access system that provides security, convenience, and control. **Once you've registered** (via the link sent to your email by management), you can use the mobile app to open doors or gates, video chat with visitors, or send virtual keys for one-time or recurring guest access—all from anywhere butterflymx.com. If you do not have a smartphone, you will still receive a phone call and can press "9" to grant entry. Plus, delivery people can be granted access using time-sensitive delivery PINs, so you never miss a package. Through the app you can also review building entry activity, complete with time- and date-stamped photos, enhancing both transparency and security. You must register for access to this system.



Building

Your home “Unit”: Your unit is that space which exists within a specific set of boundaries as defined by the Declaration. For specific information on your unit’s boundaries, refer to Section 4, “Units and Boundaries” of the Declaration. As an owner, you are responsible for everything within those boundaries including all appliances, fixtures, finishes, preventative maintenance, and any minor and major repairs.

Homeowner’s Insurance is required of all Element homeowners (please see the section regarding insurance requirements).

Balconies/Terraces

Ensuring the safety of Residents/Guests, maintaining the structural integrity of our balconies, and maintaining the first-class appearance of our building is all extremely important when it comes to permissible use of our balconies and terraces.

Permitted items

No objects over forty-two (42) inches in height are permitted on any deck, balcony, or patio. Winds around tall buildings, especially on upper floors, can be much stronger and may cause unsecured items to blow off. Outdoor tables and chairs are allowed if made of materials heavy enough to withstand high winds. Cast aluminum or wrought iron are recommended. The only items permitted on balconies/terraces are potted plants and patio furniture. Patio tiles may be approved but require submission to the ACC for approval. All patio tiles must allow for proper ventilation to prevent trapped moisture, which can lead to water intrusion and deterioration of the balcony/terrace structure.

Unauthorized items

Prohibited items include, but are not limited to: rugs, artificial turf, umbrellas, bicycles, laundry garments, awnings, canopies, towels, signage or banners, and grills of any type.

- Grills are expressly prohibited from being used or stored on any patio, deck, or balcony.
- Objects that trap moisture (e.g., rugs, artificial turf, patio tiles without raised backing) are not permitted, as they can lead to water intrusion and structural deterioration.
- No objects may hang over, be attached to, or protrude beyond the exterior surface of a balcony or terrace wall or railing.
- Decorative seasonal lighting may be displayed with prior ACC approval and must be reasonable, temporary, and safely installed.
- Penetration of balcony walls, ceilings, or floors is strictly prohibited. Enclosure or screening of a balcony/terrace is not permitted unless originally constructed by the Declarant.

Items thrown/blown off balconies/terraces.

No objects, including cigarette butts, may be thrown or allowed to blow off a balcony or terrace. This is a serious safety issue, and violations will result in immediate fines. Liquids and debris must also not be dropped or allowed to fall to balconies below.

Unit owners/residents are responsible, and will be held accountable, for the actions of their guests. Please ensure all guests are aware of this policy, especially when discarding cigarettes.

You cannot allow items or liquids to drop to balconies below.



Emergency Repairs

Property Management and the Board understand emergencies happen after normal business hours, and on weekends. A quick response is sometimes needed. In such cases a list of known approved contractors/companies who carry the proper levels of insurance and have successfully worked in Element on previous occasions is available in the Building Link Library, Management Office, and Front Desk. These are the only approved vendors in an emergency. The vendor will be permitted to stop the emergency, but the full repairs must wait until the following business day to complete during the permitted contractor work hours. This is not to be used to circumvent the ACC approval process on renovations.

The Element Architectural Control Committee must review and approve unit repairs, renovations, window blind replacements, plumbing modifications, unit conversion and more. The ACC Modification Packet, Approved Vendor List and sample COI is in the Building Link Library and Management Office. The ACC committee has 15 days to review your modification request. All items required in the Modification Packet must be received for the ACC to review your modification request. Some items such as repainting of your home do not require an ACC Modification Approval. Please send your ACC Modification Request to Elementassistant@hoadv.com for your submittal and/or assistance.

Contractors

Residents must receive ACC/Property Management approval prior to any contractor being permitted to do work on the property. Once approval is obtained, contractors may work Monday-Friday, from 9:00am-5:00pm. No work on weekends. Management must receive the contractor's COI prior to any work commencing. A sample COI can be obtained from the Management Office and is stored in the Building Link Library for your convenience. All contractors must sign and provide IDs to the Management Office, even if they are not doing work.

Vendors/Contractors

All vendors/contractors including, but not limited to furniture, appliances, oversize items, construction materials, etc., must have proof of (1) general liability (minimum \$1 million limit), (2) auto liability (minimum \$1 million limit) and (3) workers compensation insurance on file with Property Management prior to entering the property.

Proof of insurance is required to ensure coverage is available for any injuries or damages caused by the vendor/contractor or suffered by a vendor's employees. This helps protect the Association and unit owner from having to pay for claims/injuries/damages caused by the vendor/contractor.

Homeowner's contractors must remove ALL construction items, debris, furniture, boxes, carpet, etc. from the property and CANNOT be placed in any dumpster, compactor, or recycling bin on site. These items must be removed from the property to be disposed of.

Fines will be assessed to owners/contractors who violate this policy. Improper disposal of bulk items in any common area will result in a \$500 fine* + cost to correct, i.e., removal, will be charged back to the owner.



Unit Modifications

The Board of Directors appoints an Architectural Control Committee to review and approve all unit modifications at Element. You are still required to follow the guidelines for contractors and work here in the community, along with notification to Management.

The ACC Modification Request form can be found in the Building Link Library. You can also request this form from the Management Office.

Please be mindful that the approval process can take up to fifteen (15) days for ACC approval or denial.

Please be aware that there are sound requirements in place for all flooring renovations.

For HVAC/Plumbing work, a ProPress tool **must be** used. Failure to not use this required tool can cause a large water leak, which the offending owner will be assessed the repair costs, in addition to fines.

Owners are responsible for ensuring that all approved modifications are completed in compliance with applicable building codes, permits, and Association conditions. Unauthorized alterations may result in fines, removal of the alteration at the Owner's expense, and suspension of future modification privileges.

Even for minor projects, approval must be obtained before work begins. This includes providing a certificate of insurance for the contractor and notifying management of anticipated project dates.

Fireworks & Firearms

The display or discharge of firearms or fireworks at Element is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, and shall also include slingshots, archery, and other projectile emitting devices.

Heating in Colder Months

Per Element's Governing Documents, all units are required to heat their units to a minimum fifty-five (55) degrees Fahrenheit when the temperature is forecasted or does reach thirty-two (32) degrees Fahrenheit. Owners shall take all steps possible on a timely basis to keep heating equipment, including the thermostat, in good working order. The Board of Directors may fine any owner and/or cease the water service to the violator's unit for violation of this subparagraph, in addition to other remedies.

Window Treatments

All windows in units must have window treatments and must be backed in white or off-white only. Bed sheets, towels, bedspreads, blankets, and/or flags shall not be used as window treatments.

Video Doorbell and Camera Policy

This policy is intended to protect the privacy of residents, maintain the aesthetic standards of the



community, and reduce potential security risks associated with unauthorized video recording. Video doorbells and similar devices can inadvertently capture images or audio of neighbors and common areas, which may violate privacy expectations.

Policy:

- The installation of Ring door cameras and similar video doorbell devices is **strictly prohibited**.
- Devices installed prior to this policy are permitted under a **grandfather clause**, provided they remain in their original location and configuration.
- Any replacement, relocation, or upgrade of grandfathered devices will result in loss of grandfathered status and must be removed.

Enforcement:

- Non-compliant devices must be removed within **10 days** of written notice.
- Failure to comply may result in fines as outlined in the community's enforcement schedule.

Camera Video Surveillance

Element is equipped with cameras throughout the interior and exterior of the building.

Important:

- Cameras, in and of themselves, will not prevent crime and do not ensure or guarantee the protection or safety of residents.
 - Not all areas of the property are covered by camera video surveillance.
 - Management cannot be held responsible for cameras that fail to operate properly in any specific instance or fail to capture video requested.
 - Cameras are not always monitored. It is not possible to monitor the cameras at all times.
- Video surveillance footage is used to (1) assist with building maintenance/repair emergencies, (2) act as a crime deterrent, (3) identify responsible parties for damage to common areas or theft of Association property and (4) assist in management of the property.
- Video footage is not intended to be used for resolving personal issues between residents and will not capture minor vehicle damage.

Surveillance Video – Policy for Viewing

- All recordings from such cameras or systems are the exclusive property of the Association.
- The Association may provide recordings to law enforcement to aid in their investigation of a crime.
- Access to the camera equipment and all recordings will be limited to the Association's Board of Directors, managing agent and such law enforcement personnel are authorized by the Board for access to the recordings.
- If a resident has filed a police report regarding damage to property, the investigating officer may view the Element footage with permission from Property Management.
- Incidents involving criminal activity may be viewed by the investigating officer with permission of Property Management.
- No private investigator or private individual employed by a resident to gather information on a specific issue(s) or person(s) may view video footage.



- No Element surveillance footage will be released without a subpoena.

(b) **SECURITY.** THE ASSOCIATION OR THE DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE CONDOMINIUM; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

PARKING

Parking/Commercial Parking

Element Parking Deck

- P1: Guest Permit Parking
- P2 - P6: Residential Parking

Retail/Guest Paid Parking: Street

Paid parking is available on the surrounding streets for retail customers and residential guests. Parking rates are posted at the parking spaces.

*Street Paid Parking is not owned or operated by Element Condo Association. The Association receives no revenue from this Paid Parking and has no control over its operation. *

Residents can create and print their Guest Parking Permits through Building Link.

Residential Parking: P2 – P6

“Vehicle” as used in this section includes bicycles, scooters/mopeds, motorcycles, cars, and trucks. Only Residents may park in the Residential Parking areas (P2 – P6). Your fob or Butterfly MX App will be required to access the deck.

- Every parking space is assigned as a Limited Common Element to a specific unit. These spaces may only be used by the assigned unit’s Owner, their family, guests, or Occupants.
- No extra resident spaces are available for guest parking.
- Vehicles must be parked only within the designated, lined space assigned to your unit.
- If another vehicle is parked in your assigned space, you may contact Management and the posted towing company to have the vehicle removed at the violator’s expense.

Residential Parking Policies

Violations of these policies may result in fines or towing at the vehicle owner’s expense:

- Do not park in another resident’s assigned space.
- Vehicles may not intrude into an adjacent space or extend into travel lanes.



- Vehicles must not block stairwell exits, HVAC units, fire/life safety systems, drainpipes, or any structural, mechanical, plumbing, or electrical equipment.
- No storage of items in or around your space. Unauthorized items will be removed and disposed of without notice.
- All vehicles must be maintained in good operating condition (tires inflated, operational, and reasonably clean).
- Leaking vehicles must be repaired immediately, and the Owner is responsible for cleanup.
- All vehicles must maintain **current registration and tags**. Disabled vehicles (inoperable or no current license tag) and stored vehicles (not driven for 14 consecutive days) are prohibited unless prior written Board permission is obtained.
- **Prohibited vehicles:** boats, trailers, jet skis, RVs, motor homes, panel trucks, buses, trucks >1 ton load capacity, commercial vehicles with exterior signage (except official police/EMS vehicles), and vehicles used primarily for commercial purposes.
- Motorcycles must be parked within your assigned space.
- Bikes/scooters should be secured in designated bike racks.

Storing items In Parking Deck

The only items permitted in your space (within the white lines) are:

- One collapsible cart for groceries, stored between the tension cables and exterior wall.
- Vehicle-mounted bike racks.

No other items may be stored in the deck. If items prevent your vehicle from fitting fully within the lines, they must be removed.

Towing & Enforcement

- Any vehicle violating Association rules may be subject to fines, booting, or towing.
- Vehicles parked in another resident's assigned space, in a fire lane, blocking traffic, parked on grass, or creating a hazardous condition may be towed **immediately without notice**.
- In other cases, a 24-hour notice will be placed on the vehicle before towing or booting.
- Neither the Association nor its agents shall be liable for any damage arising from towing/booting.

Parking Deck Tips:

- Do not leave visible items in vehicles; break-ins are common in Midtown.
- Call 911 if you observe suspicious activity.
- Obey the 10-mph speed limit.
- Use caution on deck turns (tight on the way down, wide on the way up).

Reminder: Element Condo Associations and Property Management shall not be responsible for any property damage, theft or bodily injury that occurs anywhere on the property, including the parking deck. It is the responsibility of each resident to protect his/her person and property, and all responsibility to provide such security shall lie solely with each resident. The association shall not be held liable for any loss or damage for failure to provide adequate security or ineffectiveness of safety measures undertaken. (Declaration of Condominium, Paragraph 19(c).)

Life Safety System



For the protection of all residents, the building is equipped with life-safety systems, including sprinkler heads, sprinkler feed lines, smoke detectors, call boxes, and fire alarm devices.

- **Tampering with, disabling, covering, or disengaging any portion of the life-safety systems is strictly prohibited.**
- This includes sprinklers and sprinkler pipes located inside Units, as well as smoke detectors, alarm pull stations, and other fire control equipment located in Common Areas.
- Any damage or interference with these systems creates a serious safety hazard and may result in fines, legal liability, and repair costs charged to the resident responsible.
- Residents should also take care to avoid triggering **false alarms**. Dust, smoke, steam, or even unbagged trash (such as kitty litter or construction debris) placed in the trash chute can activate the fire alarm system. False alarms disrupt the entire community and may result in fines or other penalties.

Your cooperation helps ensure the safety and security of everyone in the building.

ELEVATOR RESERVATIONS (MOVE IN/OUT, DELIVERIES)

All move-ins/move-outs and deliveries must be scheduled through Property Management.

- Freight elevator must be scheduled at least 48 hours in advance.
 - For contractor/vendor deliveries, the service elevator is available Monday - Friday from 9 am to 5 pm. Vendors must load/ unload their vehicle and then must be moved to a guest parking space or street parking.
 - Move Ins/Outs of the building are permitted Monday through Saturday, from 9 am to 5 pm.
 - The passenger elevators are not to be used for move-ins/move-outs or the delivery of any construction materials, furniture, or appliances. Damage to the flooring in the passenger's elevators for these prohibited uses, all repair costs will be assessed back to the unit, along with the associated fine per the Element Fine Schedule.
 - Elevator fees for Move Ins/Outs:
 - o \$150 move-in/out fee & \$300 refundable damage deposit
 - If deliveries or pick-ups are done by non-commercial entities, the owner will be held liable for injury or damages caused.
 - COIs are required for any use of the service elevator for but not limited to deliveries, installation, and moves. Failure to provide the COI will result in the vendor being denied access to the building until all required items are received by Property Management.

Guest Procedures

- A guest is defined as a person or party invited to the property and/or unit by an Element resident.
- An authorized resident is listed as an owner of record, listed on a lease, or listed as a roommate in Building Link.
- An unauthorized resident is living at Element but is not an owner, is not listed on a lease, or is not listed as a roommate in Building Link.
- Guests and unauthorized residents are not allowed to utilize the full services of the Element which includes use of the pool, fitness room, conference room/club room unless accompanied by an authorized resident. Element is not allowed to accept mail or packages or schedule freight elevator time for guests or unauthorized residents.



- Pursuant to the Association’s Declaration, “The Owner or lessee shall cause all occupants of his or her unit to comply with the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the unit are fully liable and may be sanctioned for any violation.”



INSURANCE

All Owners are required to purchase and maintain an individual HO-6 Condominium Insurance Policy for their Unit.

- A copy of your current policy declarations page must be submitted to Property Management annually upon renewal.
- Failure to maintain required insurance may result in the Association purchasing coverage on your behalf and assessing the cost to your account, as permitted by the Governing Documents.

Division of Responsibility

1. Association's Insurance Coverage

- The Association maintains a master insurance policy, as required by Section 44-3-107 of the Georgia Condominium Act and the Declaration.
- This policy generally covers damage to the condominium building and your Unit to its original specifications as delivered by the developer.
- Improvements, upgrades, and betterments made after the original sale are not covered.
- The master policy carries a deductible. If damage originates in your Unit, you may be responsible for paying that deductible.

2. Owner's Required HO-6 Coverage

Your HO-6 policy must provide coverage for:

- The Association's deductible* that may be assessed to your Unit.
- Repairs to any upgrades or improvements made to your Unit after the initial sale.
- Your personal property.
- Additional living expenses if your Unit becomes uninhabitable during repairs.

* Important: Confirm with your insurance agent that your HO-6 specifically covers assessments for the Association's deductible. Standard "Loss Assessment Coverage" may not apply if the deductible is assessed to only your Unit.

Accessing Association Insurance Information

- A copy of the Association's current master insurance policy is available in the BuildingLink Library.
- To obtain a Certificate of Insurance (often required by mortgage lenders), submit a request to Property Management.

Owner Checklist for Insurance Agents

When reviewing your policy with your insurance provider, confirm that:

1. Your HO-6 policy provides "special form" coverage.
2. Your water damage deductible coverage matches the Association's master policy deductible.
3. You have endorsements that cover the Association's master policy deductible if it is charged to your Unit.



Leasing

Leasing is governed by Section 15 of the Declaration of Condominium. This section of the Governing Documents should be read in addition to the information below if you currently lease or plan to lease your Unit.

- No more than **25%** of all Units in the Condominium may be leased at any time.
- **Only Units with a valid Leasing Permit or Hardship Leasing Permit issued by the Board of Directors may be leased.**
- Leasing Permits are issued based on availability (maximum 25%) and are tracked by Management. Please reach out to the Management Office to add your name to the Leasing wait List.

Leasing Requirements

- A copy of the proposed lease must be submitted to Management at least seven (7) days prior to the lease start date.
- All leases must:
 - Be in writing,
 - Have an initial term of at least 12 months (no month-to-month or short-term leases), and
 - Comply with the Declaration, Bylaws, and all Rules & Regulations.
- Subleasing or assigning leases is not permitted.
- Short-term leasing, including Airbnb, VRBO, or similar platforms, is strictly prohibited.

Owner Responsibility

- The Owner is responsible for ensuring that tenants and occupants comply with the Declaration, Bylaws, and all Rules & Regulations.
- Violations by tenants are deemed violations by the Owner and may result in fines, lease termination, or Association enforcement actions.
- Owners are required to provide tenants with copies of the Association's Governing Documents and Rules & Regulations.
- The Association may pursue enforcement directly against the tenant, including eviction as attorney-in-fact for the Owner, if violations occur.

Definition of Leasing

For purposes of the Declaration, "Leasing" means regular, exclusive occupancy of a Unit by any person other than the Owner. Occupancy by a roommate who lives with the Owner in the Unit as the Owner's primary residence does **not** constitute leasing.

Illegal leasing and all forms of short-term rentals (including Airbnb, VRBO, Craigslist, etc.) are strictly prohibited and subject to fines of up to \$2,500 per occurrence, plus \$50 per day, with fines doubling every 30 days until corrected.



Mailboxes

Residential mailboxes for the units are located outside of the building, near the 17th Street Gate, in the Breezeway between the buildings. The mailboxes are located inside the gated enclosure. Your access fob will be required to gain access to this location. If you do not know your mailbox number, please see Property Management.

Property Management does not have spare mailbox keys on file. If you need to have your mailbox replaced, or re-keyed, please contact the Management Office for assistance.

Wellness Checks

Element Management and Concierge staff are not trained first responders and therefore cannot perform wellness checks. If you are concerned about the wellbeing of a resident, you must contact the Atlanta Police Department to request a wellness check. Upon arrival, the Management Team and/or Concierge will cooperate with and assist Police, Fire, or other emergency personnel in accessing the community as needed.

Use Restrictions on Residential Units

Residential Units are for residential purposes only. Running a trade or business from your home is prohibited, except for limited “ancillary business activities” that:

- Are not detectable from outside your Unit (no extra noise, smells, or visible activity),
- Do not involve clients, customers, or employees visiting the Unit,
- Do not increase traffic, parking, or delivery activity beyond what is typical for a home,
- Do not increase the Association’s insurance costs,
- Do not create a nuisance, hazard, or safety concern for neighbors, and
- Do not cause excessive use of Common Areas or Association services.

Examples of prohibited uses include:

- Operating retail, salon, medical, daycare, or other businesses that involve customers or employees coming and going.
- Using your home for short-term rental platforms (Airbnb, VRBO, etc. are also prohibited under the Leasing section).
- Commercial Units may only be used for lawful business purposes that comply with zoning and the Governing Documents. Certain high-impact or nuisance uses (e.g., movie theaters, arcades, liquor/package stores, adult businesses, industrial/manufacturing, etc.) are strictly prohibited.

Violations of these use restrictions may result in fines and enforcement action by the Association, up to and including legal action.



Packages

Element was built in 2005 before Amazon, e-commerce, and direct delivery services were in full gear like today. We just do not have the storage capacity to hold packages indefinitely.

The community receives hundreds of packages a week, and sometimes daily. It is vital that residents pick up their packages once they have been notified. Element has limited storage to hold packages.

The Association and its managing agents are not responsible for any damaged and/or missing packages.

All packages for Element residents are managed through the Luxer One locker system located onsite in the Package Room. To receive deliveries, residents must register with Luxer One and maintain an active account. Once a package is delivered, residents will receive a notification with instructions for pickup.

Please note that packages must be collected within the timeframe set by Luxer One to avoid storage fees or return-to-sender.

If you experience any difficulties retrieving a delivery, you will need to contact Luxer One's customer support directly, as management staff cannot assist with locker access or package issues. Residents are solely responsible for collecting their deliveries in a timely manner and resolving any concerns with the service provider.

NEW OWNER/NEW TENANT PROCEDURES

Prior to move in, the unit owner or prospective tenant must meet the following requirements:

- If you are a new owner, we need a copy of the "HUD statement from closing" to set you up into Building Link.
- The owner must provide proof that they are the current owner of the unit (HUD Statement) and a copy of their HO-6 Insurance Policy (Declaration page showing insurance coverage).
- For approved renters, a signed copy of the lease seven (7) days prior to the start the date of lease. The proposed condominium lease must be for a minimum of one year and must be executed in favor of an individual and not in the name of a corporate entity. Both the owner of record and the tenant must also sign this lease agreement. (Corporate and short-term types of leasing are prohibited.)
- Completion of a Move In/Out form and any applicable fees and deposits, and proof of insurance for moving company.
- Resident Orientation with a member of Property Management.
- Resident Contact Information Forms: Immediately upon your move to Element, you will need to complete and/or provide the following:
 - Resident Contact Information Form
 - Vehicle Registration
 - Settlement Statements from your closing. This information is used to complete your resident record in our database.

The information that you provide on this form will allow us to notify you of package deliveries, guest arrival, and emergencies. It also allows you to receive any mass communications that go out to all residents from the Board of Directors and/or Management.

Reserving the Freight Elevator & Loading Dock:



- Prior to moving into your new home, Management must receive your signed Move In/Move Out form, \$150.00 fee, and \$300.00 refundable deposit for your reservation to be approved. If you are using a moving service, we will require their COI prior to approving the reservation.
- The loading dock bay will be clear and available to accommodate your moving vehicles and movers.
- Monday through Friday, moves are allowed from 9:00 am to 5:00 pm.

Number of Occupants

Per the Governing Documents, the maximum number of occupants in a residential unit shall be limited to two (2) people per bedroom.

On-site Management

OFFICE HOURS: Monday-Friday 9:00 am – 6:00 pm. Saturday and Sunday – closed.
The Management Office is also closed for major holidays.

Ebony Williams, Association Manager
Phone: 404-551-3970
Email: Elementmanager@hoadv.com

Sharah Taylor, Resident Services Coordinator
Phone: 404-551-3970
Email: Elementadmin@hoadv.com

Pets

Element Condominiums is a pet-friendly community. To ensure safety, cleanliness, and harmony among residents, the following policies apply:

- **Number of Pets:** A maximum of two (2) dogs and/or cats per unit is permitted. In addition, a reasonable number of other small, generally recognized household pets weighing less than two (2) pounds each (such as fish, gerbils, or small birds) are allowed.
- **Prohibited Animals:** Farm animals, potbellied pigs, snakes, pit bulls, rottweilers, Doberman pinschers, and any other animals deemed by the Board to be dangerous are strictly prohibited.
- **Leash & Control:** In accordance with City Ordinance and the Declaration, all dogs must be on a leash and under the physical control of a responsible person at all times when outside of the unit, including in corridors, lobbies, and on the Common Elements. Pets may only cross Common Elements for purposes of entering/exiting the building or to reach designated dog walk areas and must use the most direct route.
- **Balconies/Terraces:** Pets may not be left unsupervised on balconies or terraces, nor may balconies be used as a relief station for pets.
- **Cleanliness:** Pet owners are required to immediately clean up after their animals in all areas of the property. Pet waste bags and receptacles are provided for convenience.



- **Amenity Restrictions:** Pets are not permitted in the swimming pool, clubroom, fitness center, or other amenity areas. Pets must not wander the corridors or common areas, sit on furniture, jump on the Concierge desk, or disturb other residents while traversing public spaces.
- **Noise/Nuisance:** Owners must ensure their pets do not create a nuisance, including excessive noise.
- **Removal of Pets:** The Board may require the permanent removal of any pet that, in its opinion, endangers health, creates a nuisance, or causes unreasonable disturbance, upon seven (7) days' written notice. Pets deemed an immediate danger to health, safety, or property may be removed by the Board without prior notice.
- **Indemnification:** By keeping or maintaining a pet in the Condominium, the Owner or Occupant agrees to indemnify and hold harmless the Association, its directors, officers, and agents from any loss, claim, or liability arising out of the presence or conduct of the pet.

All violations of the pet policy are subject to fines under the Association's fine schedule. Owners are responsible for ensuring their guests and tenants comply with these rules.

Quiet Hours

Quiet hours are from 10:00pm to 8:00am.

- All noise must be kept at a minimum sound level.

Satellite Dish & Antennae

No satellite dish or antenna may be erected anywhere on the property.

Smoke Detectors

It is the owners' responsibility to check and replace batteries in the smoke detectors on a regular basis. Detectors are hard wired to the electrical grid, but the backup batteries are owner's responsibility to change when required. These in-unit smoke alarms are not wired in to the central alarm for the building and will not alert the Fire Department. **Smoke Detectors must be replaced prior to their expiration.**

Smoking Policy

Smoking/vaping is prohibited in all the indoor common areas. This includes but is not limited to, the lobby, hallways, Clubroom, pool area, fitness rooms, and elevators. **Noxious odors cannot at any time, in any way, endanger the health, unreasonably annoy, disturb, or cause embarrassment or discomfort to other owners or occupants.** Smoking inside of your unit can be prohibited if noxious odors emanate from your unit into the common areas or other residential units.

All cigarette butts must be discarded in the ashtrays and properly disposed. Do not toss cigarette butts off balconies. Violators and/or unit owners will be fined.

Throwing cigarettes from your patios and balconies is no different than any other item being thrown or



dropped from your balconies. In fact, it can be even more dangerous. Doing can start a fire in one of the planters and other residents' furniture. They can even hit another resident on the way down and cause injury. It is completely unacceptable to toss your cigarettes over the balcony. Please be considerate and respectful of your neighbors below, especially those on the top floor, and of the building as a whole. If it is reported that anyone is tossing their cigarettes over the balcony, they will be fined \$1,000 for the first occurrence. The same fines will be assessed for any items that are thrown from a balcony or patio.

Power Failure

In the event of a power failure, the building will provide power to all Life Safety systems including the fire panel and sprinkler systems, and safety lights in the residential hallways and stairwells.

Recycling

Recycling bins are located on every level of the Residential Parking Deck. Newspapers, flattened cardboard, and plastic items may be recycled. **Glass is not accepted at this time.**

- Oversized bags and all cardboard boxes must be broken down and placed in the identified recycling bins/dumpsters.
- All cardboard boxes must be **broken down and flattened** prior to being placed in the recycling bins.
- Do not dispose of trash in the recycling bins. Contamination of recycling containers may result in fines.

Please review the recycling signs posted for more details on what can and cannot be recycled.

Trash Disposal

Trash chutes are located on every floor on the parking deck in the building. Doors are labeled.

- Place only ordinary household trash in the chute. All items must be placed in sealed trash bags not greater than 13 gallons, tied closed before you deposit them (including kitty litter). Placing items down the trash chute without being properly bagged and closed can clog the trash chute. Placing kitty litter down the trash chute without being properly bagged and tied closed can cause a false alert to the Life Safety system and trip the alarms. The system may recognize the dust as a possible fire incident.
- Do not leave garbage bags outside your door or in the trash chute room. Fines will be assessed to violators of this policy.
- Do not put any boxes, carpet, construction trash or debris, or any other oversized or bulky items in the trash chute. Residents who put oversized items in the trash chute and jam/plug the chute will be fined for the cost of repairs.
- All cardboard boxes must be broken down and flattened prior to being placed in the recycling container. Do not dispose of trash in the recycling bins.
- **Large items such as furniture, mattresses, etc. are to be placed inside the gates at the compactor. They are not to be left on the loading dock.**



Nuisance Policy

Living in a condominium means living in close proximity to neighbors. For that reason, **no Owner, Resident, guest, or tenant may engage in any activity that unreasonably interferes with the use and quiet enjoyment of another Unit or the Common Elements.**

A nuisance is defined as any activity, condition, or behavior that:

- Creates excessive or disturbing noise (including loud music, televisions, instruments, or parties),
- Involves pets that bark, whine, or otherwise disturb other residents,
- Produces odors, vibrations, or other offensive conditions detectable outside the Unit,
- Constitutes a noxious, offensive, unsafe, or illegal use, or
- Otherwise, in the sole discretion of the Board of Directors, endangers health, comfort, safety, or convenience of others.

Residents are reminded that sound, vibration, and odor can travel between Units and common areas due to shared walls, floors, and ceilings. Courtesy and consideration are always expected.

Please be aware that there are fines in place for nuisance violations, beginning at \$150 and doubling with each incident. Continued or severe violations may also be referred to the Association's legal counsel for enforcement.

❖ Residents Needing Assistance in the Event of an Emergency

Property Management maintains a list of residents needing assistance in the event of an emergency. This list is provided to the Fire Department and Emergency Responders. It is the Resident's responsibility to notify Property Management of any special needs and conditions that may need assistance in the event of a building emergency. Please reach out to the Management Office to have your name and unit number added to this list.

Residents needing assistance include:

- Persons who have difficulty walking, are unable to walk, or rely on mobility aids, such as canes, walkers, or wheelchairs.
- Persons with vision or hearing disabilities.
- Persons who have difficulty interpreting and receiving sensory information.
- Persons with lack of stamina to exit via stairwells.



Maintenance Responsibility

Unit Owners

Owners are responsible for maintaining and keeping in good repair all portions of their Unit, including but not limited to:

- Windows, frames, locks, and caulking.
- Entry doors, doorways, frames, and hardware (except periodic exterior painting/staining, which is done by the Association).
- Heating and air conditioning equipment serving the Unit, including compressors and fan coils (even if located outside the Unit).
- All pipes, lines, ducts, conduits, and other apparatus serving only the Unit.
- Any Limited Common Elements assigned to the Unit (such as balconies, if applicable).

Owners must:

- Keep Limited Common Elements neat, clean, and sanitary.
- Promptly report to Management any repair issues that are the Association's responsibility.
- Pay for the cost of repairs or cleanup made necessary by their negligence, or that of their tenants, family, pets, or guests.
- Inspect their Unit regularly for signs of leaks, water intrusion, mold, or mildew, and address issues immediately.

Mold & Mildew: Each Owner is expected to maintain their Unit in a way that prevents the growth of mold and mildew. This includes promptly fixing leaks, drying wet areas, and remediating or replacing any water-damaged materials. Owners must not block or cover heating, ventilation, or air-conditioning ducts, as proper airflow is necessary to prevent moisture buildup.

Each Owner should also know the location of their Unit's main water shut-off valve and circuit breaker panel to respond quickly to emergencies.

Association

The Association is responsible for the maintenance, repair, and replacement of the "Area of Common Responsibility," which includes:

- All Common Elements and Limited Common Elements (except those assigned to a Unit Owner).
- The exterior of the building, roof, corridors, elevators, amenities, and grounds.
- Life-safety and building systems (including sprinkler systems).
- Periodic painting, staining, and cleaning of the building's exterior and entry doors.

If Association work causes incidental Unit damage, the repair will be completed to a "paint-ready" condition. The Association will also inspect and maintain Common Areas for mold and mildew, promptly remediating issues as needed.





Emergency Water Leak / Maintenance: Response Procedure

These procedures are presented to the community to provide a clarification of roles and responsibilities of those who respond to Maintenance Emergency Situations: a problem that will cause damage to multiple Units or Common Areas and requires immediate action to control the problem.

Building Engineer

On call 24/7 through Management to assist with maintenance emergencies. The engineer will direct building staff, respond in person if necessary, and coordinate repairs and water extraction when Common Areas are affected.

Property Manager

Works with the engineer during emergencies, communicates with Owners/Residents, and updates the Board of Directors on damages and repairs involving Common Areas.

Management Company

Available 24/7 to support building staff and Board of Directors, confirm notifications, and dispatch contractors as needed for Common Area repairs and water extraction.

- **If a problem occurs inside your Unit:**
 - Take immediate action to stop the source (for plumbing leaks, shut off your Unit's main water valve).
 - If damage is coming from another Unit, call Maintenance immediately to assist.
 - Building staff are authorized to enter Units during emergencies to protect property and minimize damage, even without prior Owner approval.
- **If a problem occurs in Common Areas:**
 - Notify maintenance or Management immediately so staff can respond quickly.
- **After the emergency is controlled:**
 - Owners are responsible for extracting water, repairing damage inside their Unit, and contacting their insurance provider.
 - Management may provide referrals to licensed contractors or disaster-response companies.
 - Costs for Common Area repairs will be covered by the Association unless the issue was caused by Owner negligence, in which case costs will be charged to that Owner.

Element Condominium is professionally managed by HomeOwners Advantage.

HomeOwners Advantage After Hours Emergency Phone Number is

(404) 961-7944



EMERGENCY PROCEDURES & EVACUATION PLAN

Element Residential Condominium Association is committed to providing a safe environment for our residents in the event of an emergency. Many fire safety features have been incorporated into the design and construction of the building, including emergency lighting, fire alarm pull stations, fire extinguishers, smoke detectors, sprinklers, and fire doors.

- The storage of any equipment in the hallways, stairwells, and freight elevator area is a fire safety hazard and a violation of local codes.
- Propping open fire doors such as stairwell and exterior doors is also a fire hazard. Any fines assessed to the Association because of any unit occupant's violation of fire codes will result in an assessment against the unit owner for the fine.
- Each occupant should be familiar with the location of all exit stairways on his/her floor. All fire exits and stairwells have been clearly labeled and show the direction to take during an emergency.
- Fire alarm pull stations and fire extinguishers are located on each floor.
- Element's Evacuation Plan is included in this handbook and is posted in the Building Link Library.
- If a fire is detected in the building, the building's alarms will sound, and you will need to follow the evacuation plan to exit the building safely.

Whenever the Fire Alarm goes off:

- You must immediately exit the building.
- Do not use the elevators.
- Once the system goes into alarm, the Maintenance Staff must investigate the source of the alarm based on the fire panel's instructions to determine the cause and if there is an actual emergency.
 - o Until determined otherwise, an alarm signals an emergency in which the Maintenance Team has very specific duties to perform in order to ensure the safety of the building and the residents inside.
 - o In the event that it was a non-emergency, the staff will make an announcement via Building Link notifying everyone that they can return to their homes.
 - o While the Team is assessing the emergency, we cannot man the phones at the same time. Please be patient for the Team to complete their duties to resolve the emergency.
- If smoke is detected in the building, the alarm system will be set off on the floor on which the smoke was detected, one floor above, and one floor below, as well as the stairwells. The alarms in individual units will not be set off on any floor.
- The building can go into Full Alarm if/when the sprinklers are activated. Sprinklers are heat activated. Therefore, in most cases, if a sprinkler is activated, there is a fire present. At that time, the building will go into full alarm. All floors, stairwells, and unit alarms will be activated.

**If a Fire Occurs Near Your Unit/In the Common Hallway or Another Unit**

- Immediately call 911 for the fire department. Tell them the floor and unit number as well as the street address. Do not assume that anyone else has already called them.
- Before trying to leave your unit, place your hand on the door, palm down. If the door feels warm to the touch within five seconds, do not attempt to open it as this indicates the presence of a dangerous fire conditions in the corridor.
- If the door is not warm to the touch, carefully open it a small amount, to check for the possible presence of smoke in the corridor.
- If you feel that the corridor can be used, alert occupants of other units on your floor and proceed to the closest exit stairway. Be sure to close your door and the stairway door behind you. Do not attempt to use the elevator.
- If your unit door is warm to the touch or there is heavy smoke in the corridor, keep the door closed. Seal cracks around the door, and any other places where smoke is entering, with wet towels.
- If smoke enters your unit, slightly open one sliding outside door and remain close to the floor.
- By following the above-suggested steps and doing pre-fire planning, you will reduce your chances for injury or death. Since no two fires are alike, plan carefully and learn your building layout well so that you can change your exit plan as conditions warrant.



Fire Emergency Procedures

What to do:

- If you discover a fire, you should leave the fire area, close doors (if applicable), and activate the Fire Alarm System. You may use a fire extinguisher only if properly trained and it is possible to do so safely.
- Proceed to a safe location and call 911. Provide the operator with the nature and location of the fire. Do not hang up until instructed to do so.
- Evacuate the building utilizing the designated escape routes and nearest available exit. Locate the stairwell nearest your unit and become familiar with the stairwell's exit points. Valuables can be collected if they are within a reasonable distance and can be gathered without interfering with the evacuation of the building. DO NOT use elevators.
- If you come into contact with a resident or staff member, alert them of the situation and instruct them to evacuate the building. Assist individuals that are disabled and/or are having difficulty evacuating only if doing so will not further endanger your safety or the safety of the individual needing assistance.
- If you become trapped by fire or smoke, stay low and cover your mouth with a wet cloth. Move near a window and, if possible, hang an item out of the window to alert fire personnel to your location. Cover cracks around the door with available items and call 911.
- Once outside of the building, gather at a predetermined assembly point that is a safe distance from the fire (**Across 17th street, by lake**). Conduct a survey of all present individuals to determine if anyone may still be in the building.



FINE SCHEDULE (Approved October 2025)

Unless otherwise noted, fines are assessed per occurrence of the same event.

ALL Fines DOUBLE each time an incident is repeated or if the issue is not resolved within 30 days.

BALCONY / TERRACE	Fine	Per	In addition to
Non-Compliant Items	\$25	Day	Immediate removal
Items Thrown to Lower Levels	\$1,000	Occurrence	Clean-up cost, plus any fines from City of Atlanta.
Unattended Pets on Balcony	\$250	Day	Refer to APD and Animal Control.
Trash/Trash Bags on Balcony	\$150	Day	
Pet waste and/or Pee Pads on Balcony	\$150	Day	
Unsightly or Unkempt	\$200	Day	
Grill on Residential Balcony or Patio	\$1000	Occurrence	Any City of Atlanta Fines due to this Fire Hazard Item.
BUILDING	Fine	Per	In addition to
Damage or Vandalism	\$500	Occurrence	Any proven damage to the Condominium Common Elements caused by a guest, contractor, vendor, visitor, mover, or resident.
Damage to Other units	\$250	Occurrence	Any proven damage to another unit caused by a guest, contractor, vendor, visitor, mover, or resident. (Not Inclusive of Insurance Claims)
Door Alterations	\$100	Day	Change to original form
Non-compliant Decorations	\$25	Day	Immediate removal
ACC Modifications - Unapproved (Internal)	\$250	Occurrence	Repair cost. Stop work until approved
ACC Modifications - Unapproved (External)	\$500	Occurrence	Repair cost. Stop work until approved
Unauthorized Disposal of Items	\$250	Occurrence	Cleanup and repair cost
Incorrect Disposal of Boxes	\$250	Occurrence	Cleanup and repair cost
Smoking in Restricted area	\$100	Occurrence	
Unauthorized use of common area power receptacles	\$100	Occurrence	
CLUBROOM / GYM / POOL	Fine	Per	In addition to
After Hours Use	\$100	Hour	
Excessive Noise	\$150	Occurrence	
Excessive Trash or Dirt	\$50	Occurrence	Cost to Clean/Repair
Glass Items in Pool Area	\$500	Occurrence	Cleanup/recertification costs as needed
Illegal Activities or use	\$500	Occurrence	
Excessive Occupants	\$200	Occurrence	
Inappropriate Use of Fitness Facilities	\$200	Occurrence	
Theft of Association Property	\$500	Occurrence	Replacement cost of item(s), Refer to APD.
Usage of Grill Past Allotted Time	\$100	Occurrence	



Late Club Room Rental Return	\$100	Occurrence	
Noncompliant Guest	\$250	Occurrence	Refer to APD
Improper Use of Fitness Equipment	\$250	Occurrence	Cost to repair/replace
Removal of Weights from the Fitness Center	\$100	Occurrence	Cost to repair/replace
Damage to Fitness Equipment	\$500	Occurrence	Cost to repair/replace
LOBBY / ELEVATOR	Fine	Per	In addition to
Excessive Noise	\$150	Occurrence	
Non-Compliant use	\$200	Occurrence	
Unauthorized use of elevator	\$500	Occurrence	Elevator vendor's return to service fee
Exceeding reservation time limit	\$250	Hour	
Trash, Dirt or Waste Left in Common Areas	\$150	Occurrence	2 nd Violation \$250, 3 rd Violation \$500, 4 th Violation \$1000
Damage to Furniture	\$250	Item	Cost to Repair/ Replace
Unauthorized use of Office Equipment	\$100	Occurrence	
Damage to Office Equipment	\$150	Item	Cost to Repair/ Replace
PARKING	Fine	Per	In addition to
Abandoned Vehicles	\$200	Occurrence	Towing of vehicle from premises
Unregistered Vehicle/Expired Registration	\$200	Occurrence	Tow if not corrected within 48 hours
Damage to Gate	\$500	Occurrence	Repair cost
Excessive Fluid Leaks	\$150	Occurrence	Cleanup cost
Non-Compliant Items	\$100	Occurrence	Immediate removal and daily fine of \$25.00 until removal.
Reckless Driving or Speeding	\$200	Occurrence	
Unauthorized Parking	\$500	Occurrence	Tow or Boot
Unauthorized Vehicle Repairs/Car Washing	\$500	Day	Any repair/cleanup costs
Use Restrictions in Parking Deck	\$150	Day	
Improperly Parked	\$100	Occurrence	Tow or Boot
Manipulation of Gate(s)	\$1000	Occurrence	Tow or Boot plus any repair costs.
Unauthorized use of loading dock	\$250	Occurrence	Tow or Boot
PETS	Fine	Per	In addition to
Dangerous Pet	\$100	Day	Immediate removal
Excessive Number of Pets (2 pets max)	\$25	Day	Immediate removal
Non-Compliant Pets	\$25	Day	Immediate removal
Damage Caused by Pet	\$100	Occurrence	Cleanup and repair cost
Pet Endangerment	\$250	Occurrence	Relay occurrence to APD and Animal Control
Pet in Restricted Areas	\$100	Occurrence	
Pet Waste (improper disposal)	\$100	Occurrence	Cleanup and repair cost
Pet Off Leash/Uncontrolled animal	\$250	Occurrence	
RESIDENTIAL AREAS	Fine	Per	In addition to
Excessive Noise	\$150	Occurrence	



Late Payments	10%	Occurrence	As described per section 10 of the Governing Docs 10% and Interest assessed after the 10th of each month.
Noticeable/Offensive Odors	\$150	Occurrence	
Leasing Violation	\$2,500	Occurrence	\$50 per day. Fines double every 30 days.
- Short Term Lease (ex. Airbnb, Craigslist)	\$2500	Occurrence	
- Listing only	\$2,500	Occurrence	
- Unit used for short-term lease	\$2,500	Occurrence	
- Leasing without a permit	\$2500	Occurrence	\$50 per day. Fines double every 30 days.
- Leasing Violation with a permit	\$3500	Occurrence	Revocation of permit
Unable to Access Unit (Life Safety Inspections, Water Leaks, etc.)	\$250	Occurrence	Vendor's return visit charge.
Bio-Hazard Violation	\$500	Occurrence	
Discharge of Sprinkler System due to Misuse, Damage or Unauthorized Repairs	\$500	Occurrence	Repair costs
Damage to Another Unit due to Guest, Contractor, or Vendor Error.	\$250	Occurrence	Repairs costs
Unrepaired Unit Front Door Damage	\$100	Day	Repair Costs
Noncompliance to Management Request	\$100	Occurrence	Fine doubles every 30 Days
SECURITY & SAFETY	Fine	Per	In addition to
Damage to Bldg. Security Items	\$500	Occurrence	Cost of repair
Use of Fireworks	\$500	Occurrence	Cleanup and repair cost
Use of Firearms	\$1000	Occurrence	Any fines from City of Atlanta
Unauthorized Guest Access	\$250	Occurrence	
Nonresident use of Fobs/Inappropriate Use of Fobs	\$250	Occurrence	
Non-Compliant Guests	\$250	Occurrence	
Lewd & Lascivious Behavior	\$500	Occurrence	
Security Breach (propping doors, etc.)	\$1,000	Occurrence	
Package Theft	\$500	Occurrence	Referring to APD.
Theft of Property	\$500	Occurrence	Referring to APD.
False Alarm - Pulling Fire Alarm not in the event of an emergency	\$1000	Occurrence	Fines from City of Atlanta and any repair costs.
Inappropriate Behavior/Aggression/Threats to Staff or Residents	\$2,000	Occurrence	Board's discretion