



Homeowners Association
Welcome and Information Package

The Artesian Information Directory

Section 1

1. General Information
2. Management
3. Finances
4. Move In/Out
5. Rental Units
6. Unit Status
7. Sale of Unit

Section 2

1. Security
2. Fire Safety

Section 3

1. Rules and Regulations
2. Pets
3. Maintenance/Remodeling/Repairs

Section 4

1. Parking
2. Use of Facilities
 - a. Lobby
 - b. Trash Disposal
 - c. Balconies

Section 5

1. Recreational Facilities
 - a. Common Areas
 - i. Lounge Area
 - ii. Board Room (includes private dining room with catering kitchen)
 - iii. Event Kitchen (located in Lobby)
 - b. Pools
 - i. Indoor & Outdoor
 - ii. Hot Tub/ Sauna
 - iii. Policy for Pool Guests
 - c. Pet Park
 - d. Tennis Courts
 - e. Community Grills
 - f. Fitness Room
 - g. Yoga Room
 - h. Roof Top Deck

Section 6

1. Design Guidelines
 - a. Appropriate Accessories
 - i. Limited Common Elements

Memphis Police Department Number.....Appendix A
Information South Main Precinct.....Appendix B

Section 1

Section 1.1

Management hours are 8:00am-5:00pm Monday-Friday.

There will be a Security Guard on duty from 4:30 pm to 8:30am Monday-Sunday.

Important Contact Information

Security/ Front Desk – 901-590-7704

Management Company:

Wright Property Management.....901-327-7916

artesian@wrightpm.com

Fax 901-327-5988

COA Manager Onsite- Eric Cloud.....ericcloud@wrightpm.com

Office number – 901-526-0101

MLG&W Call Center.....901-544-6549

To start/stop/transfer services.....901-820-7878

Police

Emergency.....911

Non-Emergency police matters.....901-545-2677

South Main Precinct.....901-636-4099

Section 1.2

Management

Wright Property Management is a family owned and operated community management company serving the greater Memphis area since 2005. We provide professional residential and commercial association management, as well as maintenance, cleaning, and doorman services to many of our clients. Wright Property Management provides exceptional customer service and accuracy for any size condominium, commercial property or master-planned neighborhood.



Section 1.3

Finances

Your association fee payment is due on the 1st of the month and late if received after 30 days past due date with a 10% late charge added.

Check payable to:

The Artesian Memphis Condominium Owners Association

c/o Wright Property Management

P.O. Box 11597 Memphis, TN 38111

1. Condo units are not to be used for any activities other than residential living purposes. As provided by the Master Deed and By-laws} The Artesian Homeowners Association Board must be advised of any prospective lease of any unit.
2. The Artesian carries the Master Policy Insurance for the property and liability insurance. A Unit Owner's household goods and the interior of your unit are not protected under the Association's policies. You must obtain your own homeowners insurance.

Section 1.4

Moving In & Moving Out

1. There is a \$150 cost associated with moving in & out of the Artesian. This is to cover set-up and take-down of equipment, security, & designated elevator use. There is also a refundable \$250 damage deposit. All checks made payable to: Artesian COA
2. Moving must be accomplished during regular working hours of 8:30am to 5:00pm, Monday thru Friday only and must not extend past 5:00pm.
3. Scheduling must take place at least 3 days in advance. Fees and Deposits are due at this time.
4. A moving company representative must meet with a building staff member upon arrival to the building,

5. All moving companies must be licensed and bonded and their insurance coverage must include all of The Artesian Common Areas. Also, any dollies or moving utilities used to move items must have soft rubber wheels, or inflated tires. No hard plastic or metal wheels will be allowed.
6. All boxes must be broken down before placing in recycle bin in 1st floor trash room, or removed by moving company.
7. The lobbies and walkways must be clean and orderly when the moving is completed. Any additional cleaning necessary by building personnel or any damage to the premises will be the responsibility of moving party and billed accordingly.
8. Anyone moving in or out and not using a moving company understands that they are responsible for any damage incurred. This includes but not limited to walls, baseboards, doors, carpet, ceilings, elevators or anything considered part of the Artesian. The walkways and lobbies must be clean and orderly once moving has completed.
9. Owners moving out must leave a forwarding address with management.
7. Elevator Size - 6'9" W x 5'6"D x 10'H
8. PLEASE EMAIL THIS FORM TO ericcloud@wrightpm.com 3 days prior FOR MOVE-IN APPROVAL..

Section 1.5

Rental Units

Under the guidelines set forth in the Master Deed and By-Laws and further defined by the Board of Directors, all Artesian unit owners have the right to lease their unit under the following guidelines.

1. Security/Management must be notified in writing that the unit(s) has become a rental property. All notices shall be sent to the Board of Directors in care of Management Company (Downtown Condo Connection).
2. A copy of every lease, when executed, shall be furnished to the Board of Directors within (30) days of execution and **prior** to any lessee's move in. In addition, any new lease or renewal not meeting the requirements of this section must be amended to meet all requirements before any move-in may take place.
3. **The Lessee (Tenant) under every lease shall be bound by and subject to all the obligations, under the Master Deed and By-Laws, of the unit owner the lease; and the lease shall expressly provide for this obligation.** The unit owner making a lease shall not be relieved thereby from any of said obligation. Lessee must follow all rules and procedures as set forth by the Board of Directors, or in the Master Deed and By-Laws, or they will be considered in breach of the terms of their lease and the Board of Directors may recommend to unit owner to terminate lease.
4. No unit shall be leased for any period less than twelve (12) months, unless prior approval is obtained from the Board of Directors. **No more than 20% of the total units can be leased at one time.** Before leasing any Unit, an Owner must receive written notice that the Owner's lease will not cause the leasing percentage cap to be exceeded.
5. Lessee is subject to all Move In/Move Out procedures as defined in Section 1.4 of the Welcome and Information Packet. Lessee must fill out security information form and receive a copy of the Welcome and Information Package at or prior to move in.

6. If the maximum number of rentals have been met and your tenants move out you will be put onto a waiting list. There will be a waiting list once the rentals have reached their maximum at 20%.
7. Please note that the Board of Directors and Management Company strongly urge all homeowners to do a thorough background check on all potential tenants that includes a credit report, criminal background, and rental history. This service can be provided through the Management Company for a fee.

Section 1.6

Unit Status

All unit owners are required to notify the Board of Directors thru the COA Manager of any unit(s) that is used for any purpose other than a primary residence. You must notify management in writing (emails are acceptable) if your unit(s) falls under any of the following categories:

1. Owner-Occupied, secondary residence
2. Rental Property- see rental section (1.5) Must include lease status and conditions (or if it is available under what terms).
3. For Sale-any unit listed for sale must be registered with Security and Management Company. See Sale of Units (below).

Section 1.7

Sale of Units

All unit owners must notify Board of Directors/Management Broker in writing that their unit is for sale. If the unit(s) is listed with a real estate agent, the owner must provide Manager/Security with a written authorization for the agent to show the unit(s) without the owner being present and the Agent must sign in with guests during each showing. No key boxes on building entrance doors or condo unit doors. See Moving In/Moving out section (1.4)

Management must be notified as soon as a property goes under contract so the new owner may be properly welcomed into the building.

Section 2

Section 2.1

Security

The Artesian and its personnel are not responsible for any lost, stolen, or vandalized property whatsoever.

1. All guests gaining entry to The Artesian must be admitted by an occupant or the Manager/Security guard once he/she receives permission from the owner/tenant.
2. Entrance for food delivery will be allowed only by the resident receiving the delivery or the Manager/Security guard once he/she receives permission from the owner/tenant.
3. For all other delivery items (flowers, cleaners, packages, etc.) the Manager/Security guard shall receive for owners/tenant and place a written notice on the mailbox of the owner/tenant.
4. If you leave town and expect a houseguest while you are away, you must make arrangements, in writing, showing the approximate time of arrival and departure, with Manager/Security. No one will be admitted to your unit unless you have given permission in writing. (Note: Emails are acceptable)
5. The Artesian is not responsible for the actions and conduct of owner/tenant guests.
6. Condo dwelling entrance doors should be kept closed and locked at all times except for purposes of immediate ingress and egress.
7. No unauthorized cars will be admitted to the parking garage by Management/Security.
8. Do not let other vehicles follow your car into the garage, otherwise referred to as "tail-gating".
9. Please keep in mind, once inside the garage building, criminals are harder to spot. Call Manager/Security if any suspicious person is seen on premises.
10. Secure vehicles and bicycles.
11. The Artesian is NOT responsible for anything left in your vehicles. Make sure ALL valuables are out of sight or removed from your vehicle.
12. It is suggested that you keep your cell phone handy to report any suspicious activity.
13. Manager/Security is authorized by the Board/Management to rule and take action on specific situations requiring prompt, common sense decisions.

Section 2.2

Fire Safety and Emergency Evacuation Plan

Fire Safety

1. The law requires that doors to the fire stairs be kept closed. If it is necessary to use the fire stairs, open the doors with care and make sure that they are properly closed and latched behind you.
2. Personal Charcoal/ Gas Grills or open flame cooking are not permitted on ANY of the balconies. First floor units with patios are permitted the use of a personal grill; however, they must be located a minimum of 10 feet from the building, per Fire Code. Please see Section 5.1 under "Community Grills" for more information on the proper and permitted use of grills on property.
3. Live Christmas trees are not permitted.

Section 3

Section 3.1

Rules and Regulations

1. No smoking is allowed in the elevators, stairwells, common areas, or hallways. Violation will result in fines.
2. No obnoxious, illegal, or offensive activities shall be carried on in any unit or in any other part of the property that may be a nuisance to or in any way interfere with the quiet enjoyment of Owner/Tenant.
3. Unit Owner shall be responsible to reimburse Association for all damages caused to the building as a result of leakage from such items including but not limited to waterbeds and aquariums.
4. Absolutely nothing shall be thrown from the windows, balconies, or down the stairwells.
5. Blocking of any passageway is unlawful and forbidden. Objects blocking any passageways, (i.e. hallways, stairwells, common areas, etc.) are hazardous and will be removed by management.
6. The dwelling and facilities of The Artesian have been designated for a maximum occupancy of two persons per bedroom. No greater occupancy is permissible except for brief periods and the Management/Security office should be informed of any such changes.
7. Altering the exterior appearance of the building is not permitted without prior written approval of the Board of Directors of the Association.
8. No personal property may be displayed on the common area hallways, including floor mats.
9. No awnings or screening materials of any kind may be installed, constructed, or placed on the building without approval of the Board of Directors of the Association.
10. Residents are fully responsible for their acts and any act of his/her family or guests which may result in willful or negligent injury to Condominium property.
11. Unit owners/tenants shall not allow strangers access to the building by giving out codes or access through the entry doors. All building doors should never be propped open. They should be closed and secure at all times.
12. Observe a standard of cleanliness essential to comfortable condominium living. Do not litter or discharge dirt from any part of your dwelling into any part of the property; do not shake mops, rugs or other articles out windows, doors or balconies; do not broom sweep debris off the balconies.
13. Supervision of the staff personnel has been entrusted to the managing Broker. He/she is primarily responsible to see that they carry out their assigned duties. Occupants and their guests may not direct, demand or command any employees when on duty, to perform any task or carry any message or render any service. Any request for services must be made through security/building maintenance/managing broker. Any work order requests may be submitted to onsite manager via email.
14. Floors of the garbage chute closet area must be kept free of any items (Fire Safety Rule)
15. Shopping carts are provided for the Residents convenience. Shopping carts are to be returned immediately after use. No carts may be left in hallways or outside units or kept inside units.
16. Items such as carts, ladders, coolers, etc. will be available to residents to check in and out by leaving their I.D with the office until the items are returned.
17. Cost of repair for any property damage caused by a resident or his/her guests will be the responsibility of the resident and charged to his/her account.

18. NO exterior television or radio antenna, satellite dish or other similar device may be erected, placed, allowed, or maintained upon any portion of the project.
19. **Break down all boxes before putting in dumpster. Do not put cardboard boxes in the trash chute.**

Please Note: The Board of Directors shall make such other reasonable rules and regulations as in their judgement or discretion may from time to time be needed, for the safety, care and cleanliness of the premises and of the building and for the preservation of good order therein.

Section 3.2

Pet Policy

Introduction- Pet Deposit is \$300.00 per pet due upon signing agreement.

This policy sets forth requirements related to residents who wish to keep common household pets, such as dogs and cats, in their Artesian units. All residents who desire to keep a pet must obtain the prior approval of The Artesian and only do so in accordance with the procedures set forth in this Pet Policy and Pet Procedures.

Assistive and Medically Necessary Companion Animals for Seniors and Residents with Disabilities.

1. As a reasonable accommodation to individuals with disabilities, this Pet Policy does not apply to animals that are verified to be medically necessary as an assistive or companion animal needed by persons with disabilities. However, the need for such animals must be verified by a qualified medical practitioner.
2. Persons with disabilities will still be required to document that their animals are healthy and have received all legally required inoculations. In addition, persons with disabilities must be able to care for their animals and keep them and their units in safe and healthy conditions.

Policy Statement

1. Pet ownership by The Artesian residents is subject to the reasonable requirements and limitations as described in this policy. It is the resident's responsibility and obligation to read and follow these rules and regulations. This Policy expands upon the provisions contained in the Master Deed.
2. Dog and Cat Ownership: No more than two (2) dogs, cats or other household pets may be kept, providing they are not kept, bred or maintained for any commercial purposes and do not weigh more than thirty-five (35) pounds each, except for those animals described under Section 1.02. Animals in elevators or common areas must be kept on a short (not to exceed 6 feet) non-extendable leash at all times, except in the enclosed dog park. Owners are individually responsible for cleaning up after their pets. All dogs must use dog park, and are not permitted in any other common spaces of property. Any pet causing or creating a nuisance or unreasonable disturbance can be removed permanently from the property upon three (3) days written notice from the Board of Directors.
3. Birds and Fish Ownership: The Artesian approval is required for common pet birds in a cage or fish in an aquarium. The number of birds in a unit shall not exceed two (2). A Unit Owner shall be responsible for any damage caused by leakage from the fish tank.
4. Pets Not Permitted: Exotic animals and livestock are excluded from The Artesian property. There are no exceptions.

5. Pets shall be kept in the pet owner's Unit and not on the balcony or patio.
6. No dog houses will be allowed on the premises.
7. Dishes or containers for food and water must be located within the owner's Unit. Food and/or table scraps, shall not be deposited on the owner's porches, yards or balconies
8. Residents will not feed or water stray animals or wild animals.
9. Pets will not be allowed in the interior common area, or around the pool. Dog owners are to use dog park as designated space for dog waste area
10. Every pet owner will be responsible for proper disposal of fecal waste of the pet. The excrement of any animal curbed on The Artesian property must be removed and disposed of properly and immediately. Failure of the pet owner to remove and dispose of pet waste may invoke a \$100.00 charge to the offending pet owner from management to remove such pet waste. Repeated violations of this ordinance by the pet owner will be cause for removal of the pet.
11. Owners are required to make sure their pets do not make noise that interferes with their neighbors' peaceful enjoyment of their Unit or disrupts the peace of The Artesian. Continued violation of this ordinance by the pet will be cause for removal of the pet.
12. Pet owners are liable for any damage caused by their pet including the cost of exterminating for fleas or other in-home pests or carpet cleaning necessary because of such pet.
13. While pets are outside of the Unit and in The Artesian common areas (e.g. elevators, corridors, lobby, garage, etc.), they must be kept on a leash, carried in the resident's arms or in an appropriate animal carrier, so as not to annoy other residents.
14. A pet that bites or attacks a resident or a Artesian employee shall be required to be removed from the property immediately.
15. Visitors (non-residents) on The Artesian property are not allowed to have or to bring pets onto the Property.
16. ALL PETS MUST BE REGISTERED WITH PROPERTY MANAGER and provide city dog license information and proof of vaccinations

Pet Policy Violation Procedure Violation of this Pet Policy two (2) times within a twelve (12) month period will be grounds for removal of the pet. Fines for violations of the pet policy may be levied at any time a violation occurs.

Notice of Pet Policy Violation: When The Artesian determines that a pet owner has violated one or more of these rules, it will serve a Notice of the Pet Policy violation to the pet owner. The Notice of pet violation shall contain a brief statement of the factual basis for the determination and the Pet Policy alleged to be violated. The Notice shall state that the pet owner has ten (10) days from the date of the notice (i) to correct the violation (including, in appropriate circumstances, removal of the pet) (ii) to make written request for a meeting to discuss the violation (iii) failure to abide by policy rules or to correct violations that are correctable within deadline will result in fines of \$100 per violation.

Pet Policy Violation: The Artesian and the pet owner shall discuss any alleged Pet Policy violation and shall attempt to correct it and reach an understanding as to future actions. As a result of the meeting, the Artesian may give the pet owner additional time to correct the violation, if The Artesian deems appropriate in its sole discretion.

Notice of Pet Removal If the pet owner and The Artesian are unable to resolve the Pet Policy violation, and The Artesian determines that the pet owner has failed to correct the Pet Policy violation within the time provided for this purpose, The Artesian shall send the resident a Notice requiring the pet owner to remove the pet. This Notice shall state that the pet owner must remove the pet within ten (10) days of

the Notice and state that the failure to remove the pet will result in a \$100.00 per day fine for each day beyond the date established for the removal. The fine shall be paid within 3 days of Notice of the fine. The HOA shall have the right to place a lien on the owner's unit if the fine is not paid within 3 days of Notice. If the owner has not removed the pet within 5 days of the Notice, The Artesian shall have the right to cause the pet to be removed from The Artesian.

Protection of the Pet If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, The Artesian shall contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet. If the responsible party or parties are unwilling or unable to care for the pet, The Artesian may contact the appropriate Animal Control Authority or Humane Society and request the removal of the pet. If The Artesian is unable to contact the responsible parties despite reasonable efforts, The Artesian may enter the pet owner's Unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but not longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner. The Artesian shall be fully protected in taking such action and entering the Unit.

Nuisance or Threat to Health or Safety

Nothing in this policy prohibits The Artesian or the appropriate City or County Authority from requiring the removal of any pet from the property if the pet's conduct or condition is reasonably determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the safety of other occupants in The Artesian community.

Application of Rules

Pet owners will be responsible and liable for any and all bodily harm to other owners, guests, employees of The Artesian or employees of the management company. Destruction or damage to personal property belonging to others or to The Artesian caused by an owner's pet will be the financial obligation of the pet owner.

Pet Park Etiquette

Any pet exiting the pet park must be on a leash.

Section 3.3

Maintenance

It is recommended that Unit owners replace their air conditioning filters every 30 days, not only for maximum use, but also, to keep said air conditioning unit in good working condition.

1. Each individual unit will have the HVAC system serviced twice a year as well as air filter replacement, which is included in the homeowner association fees.
2. While the Homeowners Association is responsible for the care of all exterior common areas, each homeowner is responsible for maintenance of the interior of his/her unit, including plumbing, heating, cooling, electrical work, glass in windows and doors, etc.
3. The common grounds landscaping is maintained by employees of The Artesian.
4. Requests for Common Area maintenance must be given to Manager, Security, or Building Maintenance via "Action Request" forms available at the Management/Security office. The maintenance personnel will make a call by this mechanism. However, in an emergency, security personnel will assist the owner as quickly as possible.

Remodeling/ Construction Work

External maintenance of the building is the responsibility of The Artesian Homeowners Association. No changes or work on the outside of the building common areas is allowed without prior approval of the Board.

1. Before work is started in individual units, contractors must be approved by the Board of Directors to make sure previous offenders are not permitted to return and damage building structure.
2. A Shelby County Building Permit is required for any renovation prior to starting construction. Acquiring this permit is the responsibility of the owner.
3. Each unit owner shall, at his expense, keep the limited common elements appurtenant to his unit a clean and sanitary condition and shall be responsible for their maintenance and repair, which shall be maintained by the Homeowners Association.
4. Any damage to the building structure or equipment shall be repaired at least to the original condition at owner's expense.
5. Work must be down between 8 am and 4:00pm, Monday thru Friday.
6. Elevators used must be scheduled by Manager/Security.
7. For a copy of Custom Construction Rules & Regulations, please see Manager/Security.

Section 4

Section 4.1

Parking

1. There shall be two parking spaces assigned to each standard sized unit.
2. Parking in the parking garage is by assigned number only. Park in spaces designated to your property only, your appropriate numbered spot.
3. All guest-parking is on the top floor of the parking garage as well as inside the Riverside Drive entrance. Visitor specific designated areas on ground level are required to obtain a visitor parking pass from front desk, and place on dash. Violators of this procedure are subject to vehicle tow.
4. Motorcycle parking and golf cart parking is available on the basement level of the parking garage, in spaces M1-M17.
5. You must NOT:
 - a. Park so that your vehicle blocks or hampers access to other parking spaces.
 - b. Operate motorcycles, motor bikes, motor scooters, and similar motorized sport vehicles on condominium property except for arriving, leaving, and parking in assigned areas.
 - c. Park oversized vehicles extending into the garage driveway common areas.
 - d. Park in fire lanes and driveway in front of the building.
 - e. Store or park a house trailer, camper, pleasure or fishing boat, motor home, trailer, R.V., inoperable motor vehicle, on or about areas of the property.
 - f. Park vehicle that leaks oil or gas.
 - g. Make vehicle repairs on the property except in emergency situations.

Parking Stalls

1. Parking stalls are for vehicles only and should not be used for storage of any other items, including, but not limited to, shelving, bicycles, racks, bins, boxes, etc.

Section 4.2

Use of Facilities

Lobby

1. Management is responsible for all decoration of lobbies and common areas. Placement of ornaments, plants, or any other objects in such areas or rearrangement of the furniture or furnishings is not permitted.
2. House robes, bath robes, night gowns, pajamas, and other attire of this nature should not be worn in the lobby area. Dress code must represent to our guests and the public the standards we all want to maintain at The Artesian.
3. Maximum of 6 guests per owner allowed in lounge. See section 5 for reserving of lounge/rooftop for private events.

Trash Disposal

1. Garbage which may be disposed of through the garbage disposal in the kitchen is not to be placed in the trash chute.
2. Trash chutes are located on the north end of the building on each floor.
3. All trash must be secured in plastic bags before dropping down the chute. This will avoid stirring up dust and will discourage pests.
4. Garbage may not be left in the common areas, hallways, stairwells, garage, or lobby at any time.
5. Owner shall not cause or allow any accumulation of items or trash that would attract rodents or bugs.
6. Large refuse, debris, or cartons should not be placed in the chute as they may cause obstruction.
7. Large boxes, cartons, etc. must be broken down and taken to the recycling container in trash room . Large item pickup must be arranged with the Condo Owner Association Manager and is NOT to be left in the trash chute room(s) or common areas.
8. Rubbish containing naphthalene, camphor balls, paint, aerosol cans or any other flammable, explosive, highly combustible substances, as well as lighted cigar or cigarette butts must not be thrown into the chute.
9. Under no circumstances should vacuum cleaner bags be emptied in the trash chute.
10. Costs incurred by the Association because of improper use of the trash chute by an occupant, guest, or employee, will be the responsibility of the condo owner.

Balconies

Balconies are an essential feature of the building exterior. Following are specific guidelines in effort to ensure a consistent exterior appearance.

1. No balcony covers are allowed on the exteriors of the building.
2. Do not throw anything from balconies. Watering plants should be done so as not to run over on balconies below. All plants on balconies should have coasters underneath.
3. Be sure furniture on your balcony is anchored down so it will not blow off in case of strong winds.
4. Do not shake rugs off balconies.
5. Do not display flags, banners, or other materials outside balcony railings.

Section 5

Section 5.1

Recreational Facilities

Lounge & Board Room

1. The Lounge Area and Board Room can be reserved for parties or gatherings in advance through the COA Manager. A \$300 refundable deposit and a \$750.00 user fee is required at the time the reservation is made for the Lounge and a \$250.00 refundable deposit and a \$100.00 user fee for the Board room. Board room usage is included in lounge rental.
2. A facilities reservation agreement must be filled out, signed and returned with the required deposit. The deposit will only be refunded after cleanup by the occupant has been verified by Management/Security.
3. Maximum number of guests should be limited to 80 guests. The party host should provide a Guest List to Manager/Security a minimum of 24 hours in advance of the scheduled function. Only those listed will be allowed on property. The party must not overflow into the lobby area. The party will be terminated by Manager/Security if it becomes loud, uncontrollable, or in any way annoying to other residents.
4. Furniture must not be removed from either the Lounge Area or the Board Room. Accessories in the lobby should never be moved or used in any recreational facility. If there is a need to rearrange furniture or move items, they should be returned to their original location when the party is over. If for any reason The Artesian staff has to cleanup or move furniture, the occupant will be charged for this service. Spaces must be left in original condition.
5. Persons using any recreational facility should wear reasonable attire, commonly accepted in similar situations. Swimwear is prohibited in the lounge and board room.
6. The resident hosting will be responsible for all damages caused to the premises and furnishings during the party and for all actions of their guests as well.
7. All children must be accompanied by an adult and supervised at all times. No one under the age of 18 is allowed to use any recreational facility without an adult resident in attendance.
8. Recreational facilities cannot be rented or used by outside groups.
9. Live, non-amplified bands are permitted. Music must be maintained at an acceptable level so as not to disturb others.

Pools

Outdoor and Indoor

Outdoor pool hours are 8am-10pm (weather permitting). Indoor Pool hours are 5am-10pm. However, Security/Management Company /Board of Directors, at their discretion for the welfare and comfort of the building residents, may close any pool at any time without notice for purposes of maintenance, repairs, or inclement weather.

1. Persons using any pool or hot tub must do so at their own risk. **NO LIFEGUARDS ARE PROVIDED.**
2. The Artesian is not held liable for any injury incurred by owner, tenant or guests.
3. No more than 4 guests are allowed per unit. Pool guests must sign in at front desk and receive a guest wristband.

4. Swimming during thunderstorms is not allowed due to obvious danger.
5. Chewing gum in the pool is not permitted.
6. Running in the pool areas, throwing or pushing someone into the pool, or behaving in a loud boisterous manner is not permitted.
7. Infants and non-toilet trained toddlers/children are required to wear swimming diapers.
8. **NO GLASS OR ANY OTHER SHARP OBJECTS ARE ALLOWED WITHIN THE POOL AREAS.** Injuries caused by broken glass are the responsibility of those in disobedience of this rule. If glass gets in the pool and needs draining to remedy- this will be at the expense of the offender.
9. Cover-ups and footwear must be worn going to and from the pool areas.
10. Suntan oils are not permitted in the indoor pool.
11. Diving is not permitted in the indoor or outdoor pools.
12. Radios and other electronic devices are allowed in the pool area only when used with earphones.
13. Floats, rafts or floating chairs are allowed in the pool. Neither the Board nor Management will be responsible for items left in the pool area. If items are left for a significant period of time they will be disposed of.
14. Smoking is not permitted in any/all common areas.
15. It is unlawful to have animals/pets in any pool/pool area. Doing so will result in a fine of \$150.00.
16. Soap is not permitted in pools, hot tub
17. Only authorized persons as designated by the Board of Directors are permitted to enter the pump house or to manipulate the pump house controls.
18. All children under the age of 18 using the pool area must be under direct and constant supervision of an adult. No more than 4 children per unit at one time.
19. The pool cannot be exclusively reserved for formal swimming parties.
20. Homeowners are allowed up to 4 guests during the summer months.
21. Homeowner must provide Manager/Security the names of all guests.
22. Summer months include Memorial Day to Labor Day. One day after Labor Day to one day before Memorial Day are considered winter months.
23. The indoor pool will be open year-round and therefore is not available for events or other use.

Tennis Court

1. Tennis court hours are 7am-sunset.
2. Tennis court is to be used by occupants and guests only. Guests must be accompanied by a resident while on the court.
3. Proper smooth, white-soled tennis shoes are required on the courts.
4. No food or beverages are allowed within the court fenced area.
5. No tables, chairs, or other furniture are allowed inside the fence area.
6. **SMOKING is NOT permitted on the courts.**
7. Pets, skateboards, bicycles, roller skates/blades, tricycles, etc. are not permitted in the fenced area.

Community Grills & Personal Grills

Please be courteous of other homeowners/tenants when using any of the community grills.

1. Personal charcoal/ gas grills or open flame cooking are not permitted on ANY of the balconies. First floor units with patios are permitted the use of a personal grill; however, they must be located a minimum of 10 feet from the building, per Fire Code.
2. Community grills are located on the rooftop deck and lounge patio.
3. After cooking a meal, please move to another table to make room for other residents who may also want to grill.
4. Clean grill and utensils after use.
5. Make sure gas is turned off on all burners after use.

Fitness Room & Yoga Room

1. Anyone utilizing the Fitness or Yoga Room must exercise at their own risk. The Artesian is not held liable for death or injury caused while using either facility.
2. All guests must be accompanied by a resident.
3. All children under the age of 18 must be under the direct and constant supervision of an adult.
4. A fine will be issued to the homeowner/tenant if exercise equipment is used in any way other than how it was intended and/or if the equipment is damaged due to negligence.

Roof Deck

1. The roof deck can be reserved for parties or gatherings in advance through the COA Manager. A \$300.00 refundable deposit and a \$750.00 user fee is required at the time the reservation is made. However, a reservation does not preclude other residents from using the roof deck.
2. A facilities reservation agreement must be filled out, signed and returned with the required deposit. The deposit will only be refunded after cleanup by the occupant has been verified by Management/Security.
3. All guests to the Roof Deck must be accompanied by a resident. Guest usage should not infringe on the rights of residents' use of the facilities.
4. Maximum of 6 guests per owner on the roof top and a maximum of 30 people for a reserved event excluding Building Events.
5. Event Hours end at 10pm to ensure proper clean up.
6. Smoking is not allowed on the Roof Deck.

Section 6

Section 6.1

Design Guidelines

It is the intention of The Artesian to maintain the desired “appropriate” character, quality and value of the overall structure, as well as the financial investment of each homeowner. No exterior surface or appearance of a unit or Common Element shall be altered without written consent from the Board of Directors. Refer to the Design and Construction Guidelines to be utilized in coordination with the “Master Deed” and “By-Laws” when planning a design change or modification to a unit’s exterior, including addition of any accessories.

Appropriate Accessories- Limited Common Areas

Accessories are defined as any permanent free standing object i.e., tables, chairs, sculpture, plants, artwork, etc. Appropriate accessories to the Limited Common Areas can compromise a variety of forms, styles and materials so long as the condition within this section are maintained and approval is given by the Board. All outdoor structures such as walls and other external structures are to remain building standard color. The standard color may be revised from time to time by the Board of Directors.

A floor plan illustrating a typical unit layout for floors is available from Management. Shaded areas represent each unit’s Limited Common area and indicate specific areas designated for accessories that are applicable to each unit. All other areas are considered General Common Areas. Accessories are not allowed in or on General Common Areas.