

RULES AND REGULATIONS

Town Center Lot 19 Building Condominium

Pursuant to the Declaration of Covenants and Bylaws of Town Center Lot 19 Building Condominium (the "Association"), the Board of Directors (the "Board") has adopted the following Rules and Regulations to govern the use and enjoyment of the Town Center Lot 19 Building Condominium (the "Premises"). The Board desires to ensure the highest possible standard of living experience, consistent with the surrounding community, within the Premises. In order to accomplish this, the following Rules and Regulations have been adopted, subject to change at the discretion of the Board.

1. USE:

- a) The Premises shall consist of maximum of 13 condominium units of which 5 are designated as residential units and 8 commercial units.
- b) **No business may be conducted** within a residential condominium unit ("Unit") unless all of the following conditions are satisfied in the sole discretion of the Board:
 - i. The business conducted is clearly secondary to the residential use of the Unit and is conducted entirely within the Unit;
 - ii. The existence or operation of the business is not detectable from outside the Unit by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted.
 - iii. The business does not result in an undue volume of traffic or parking within the Premises.
 - iv. The business conforms to all zoning requirements and is lawful in nature.
 - v. The business conforms to any Rules and Regulations that may be imposed by the Board from time to time on a uniform basis.
- c) No "Bed and Breakfast" or "Day Care" may be operated within the Premises.

2. INSURANCE:

- i. Nothing may be done or stored within the Premises that might result in the cancellation of or an increase in the premiums for insurance obtained for any portion of the Premises.
- ii. Individual homeowner condominium insurance covers all privately owned space from inside wall to wall and ceiling to floor and must be acquired and paid for by each Unit owner ("Owner").
- iii. The Association shall not be responsible for damage or loss to personal property within Units or garage spaces.
- iv. Such homeowner condominium insurance must also cover Limited Common Elements serving only that unit, such as the garage, and pipes and wires not serving other units.

3. VIOLATION OF THE LAW:

Nothing shall be done or kept within the Premises or any portion of the Premises that would be in violation of any statute, rule, ordinance, covenant, or other validly imposed requirement of any governmental body, or in violation of the Rules and Regulations as enacted from time to time by the Board.

4. INFORMATION REQUIREMENTS:

The Owner of a Unit is required to provide the following information to the Association's Management Company.

- i. Name of owner/s.
- ii. Contact information, including telephone number, mailing address, and e-mail address.
- iii. Name of insurance company and effective dates.

If there is any change in such information, Owner is required to update information within thirty (30) days of any change.

5. LEASE REQUIREMENTS: The Owner of a Unit shall have the right to lease his or her Unit upon such terms and conditions as the Owner may deem advisable, subject to the following:

- i. Any lease shall be in writing and provide that the lease is subject to the terms of the Declaration, Bylaws and these Rules and Regulations and any such lease must be in compliance with applicable local, state and federal laws.
- ii. No lease shall be for a term of less than six (6) months, except that owners of record as of September 1st, 2017 will be "grandfathered" in and are allowed a term minimum of two (2) months. Upon the sale of the unit, new owners shall be subject to the six (6) months term.

- iii. Without limiting the generalities of the uses prohibited by the Declaration, Bylaws or this Policy, the Association provides the following guideline in connection with the interpretation of the Declaration relative to short-term occupancies prohibited thereby:
 - Any letting or permitting the use of any Residential Condominium Unit for a period less than six (6) months, except where such use is a bona fide familial relationship without consideration, or letting or permitting the use of any Residential Unit for transient or hotel purposes, is regarded as Prohibited Occupancy.
 - The owners of the respective condominium Residential Units shall not lease less than the entire unit, unless the rightful owner remains in residence together with the lessee. Any lease agreement shall be required to be in writing and to provide that the terms of the lease shall be subject in all respects to the provisions of this Policy, and that any failure by the lessee to comply with the terms of such Policy shall be a default under the lessors lease agreement.
- ii. Each Owner shall be individually responsible to send to the offices of the Association's Management Company: 1) a copy of the current lease between the Owner and their tenant(s), (2) all information requested in Section 4, Information Requirements, and 3) a copy of the current Rules and Regulations signed by the tenant. Failure to provide the required information requested in this paragraph and the required information requested in Section 4, Information Requirements, prior to new occupancy will result in a \$250 fine;
- iv. Failure of any occupant to comply with the terms of the Declaration, Rules and Regulations or any governing documents of this Association may result in fines and penalties being assessed. Any fines or penalties associated with such failure shall be the responsibility of the Unit Owner;

6. PETS: Only owner-occupied units are allowed to have pets.

- a) If it is determined that a Unit occupied by tenants has pets, then the owner shall be fined \$1000.00 per month until the pets are removed.
- b) No unit shall have more than two (2) domestic household pets.
- c) All pets shall be kept under strict control at all times either at the Owner's Unit or under the direct supervision of a responsible person.
- d) No pets are permitted to run free on the Premises and the Association, its manager, or any Owner may summon any appropriate authority to have an animal removed.
- e) Any barking or howling that continues for a period longer than ten (10) minutes will be considered a violation of the right of peaceful enjoyment and will be cause for enforcement of these Rules and Regulations by the Association.
- f) There shall be no pets allowed in the common areas unless accompanied by a person. Pets on owner balconies or decks are allowed unaccompanied, subject to the same pet regulations as specified in these Rules and Regulations.
- g) Any pet, which in the opinion of the Board of Directors, causes a repeated nuisance or is objectionable in any way, shall be removed from the Premises permanently upon 24 hours notice to the Unit Owner.
- h) Owners are required to pick up their own pet's waste.

7. PARKING AND VEHICLE MAINTENANCE:

- a) Only licensed, operating vehicles of one ton or less in size are permitted on the Premises.
- b) Each Unit has a garage and must maintain space in it to park at least one vehicle. Garages cannot be used solely for storage or any other purpose besides parking. Garages may not be used for business or commercial purposes.
- c) No motor homes, boats, snowmobiles, ATVs, trailers or similar recreational vehicles shall be parked on the Premises, other than for reasonable temporary periods.
- d) No vehicle maintenance or repair shall be carried out at any Unit or in any common area except for such repair or maintenance that is fully enclosed within a garage and out of view of other Units.
- e) A vehicle may be booted or towed if it is blocking access to the garage of another Unit.

8. GARBAGE/TRASH/RECYCLING:

- a) All garbage, trash and recycling material shall be placed in the designated dumpsters provided. Boxes should be broken down prior to loading into the recycle bin.
- b) Trash, debris and/or garbage left in the common areas may be removed by the Association at cost, plus a reasonable premium assessed against the Unit.
- c) Any extra or large items left out for trash pick-up, that the Association is charged extra for, shall be billed to the respective Unit Owner.

9. BALCONIES, DECKS, PATIOS, AND WINDOWS:

- a) Decks, balconies and patio areas shall not be used for storage except for barbecues or patio furniture.
- b) Towels, banners, articles of clothing, linen towels, etc. shall not be hung from the balconies, window sills, or draped across furniture.
- c) Anyone caught throwing any objects from the balconies may be fined, evicted and/or prosecuted.

- d) The following are allowed to be stored on decks and patios, provided they are stored in a neat and orderly manner:
- i. Patio furniture in good condition and in an amount appropriate to the space. No house furniture shall be stored on the patios, decks or balconies or in any outside part of the Premises;
 - ii. One gas or electric cooking grill, in working order and not a fire hazard. No charcoal or wood burning receptacles allowed! Grills in use must not be left unattended.
 - iii. Appropriate holiday lights and decorations may be hung from the balconies and decks so long as they are put up no earlier than (2) two weeks before the holiday and removed no later than (2) two weeks after the holiday.
 - iv. No screening material shall be used on the balcony rail fencing unless it has been approved by the Board.
- 10. HARD-SURFACED FLOORS:** Hard-surface floors are permissible (only when current flooring is replaced from original) and in Units above the first level (units with others below them), must be installed using proper acoustical insulating materials to meet a 52 dB FIIIC rating so as to avoid problems with sound transfer. The floor manufacturer can supply the proper specifications and materials.
- 11. SIGNAGE:** Residential Units - No signage of any kind is allowed except a 'For Sale' sign and may only be displayed on areas designated by the board and must be removed immediately upon sale of the Unit. Commercial Units - All commercial units may have additional signage as allowed by the Town of Carbondale.
- 12. NUISANCES:**
- a) Noise volumes shall be appropriate between the hours of 7:00 a.m. to 11:00 p.m., and at all other times determined by the Board.
 - b) Unit occupants may not make noise that disturbs other occupants, including use of musical instruments, radios, televisions, stereos, speakers, amplifiers, or other devices that create sound.
 - c) Noise from residents' gatherings, including those on Unit decks, in garages or outside spaces adjacent to Units, must remain at levels reasonable to fellow residents.
 - d) After 11:00 p.m., noise-generating gatherings may not be held on decks, in garages or outside spaces adjacent to Units.
 - e) No Owner or tenant of a Unit shall operate any machines, appliances, electronic devices, equipment or accessories in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or to cause any damage to or overloading of any mechanical, electrical, plumbing or other such system serving the Premises.
 - f) No Owner or tenant shall possess, store, use or permit to be used in its Unit, deck or garage any foul or noxious gas or substance and no odor shall be emitted on any part of the common areas which is noxious or offensive to others, in the judgment of the Board. Such odors may include but not be limited to tobacco smoke, marijuana smoke, food odors or trash odors.
- 13. HALLWAYS:**
- a) Adjusting or changing of heating systems, fire alarms, light fixtures, doors, carpets or other Common Elements without Management Company notification and permission is forbidden.
 - b) Exterior and interiors doors must not be propped open except for short periods of time when moving items in or out and they must be unpropped and closed immediately when finished.
- 14. SMOKING:**
- a) Out of consideration for your neighbors, please be aware that smoke and odors of any type from decks and areas immediately outside the building can reach other Units.
 - b) Smoking of any kind is prohibited in ALL common areas. Including all tobacco products, e-cigs and cannabis products.
 - c) Cigarettes, cigars and other smoking materials shall not be extinguished or thrown in walkways, stairways, sidewalks or other common areas and facilities and shall not be thrown off of patios, balconies or decks.
- 15. ANTENNA:**
- a) No antenna of any sort shall be placed, allowed, or maintained on any portion of the general or limited Common Elements.
 - b) All "dishes" **MUST** have Board approval before installation.
- 16. AIR CONDITIONING UNITS:**
- a) Any purchase and installation of any private air conditioning unit must have Board approval prior to installation on the roof, except when owner is replacing a defective unit in the same location.
 - b) No window air conditioning units are allowed.
- 17. PERSONAL PROPERTY:**
- Any personal property left OR STORED in ANY OF the general Common Elements may be presumed abandoned and will be disposed of by the Association with no notice and at no liability to the Association.

18. GARAGE SALES: Garage sales are NOT permitted.

19. VANDALISM:

Vandalism on the Property leads to increased Association dues. Anyone found to have vandalized the Property, falsely triggered an alarm, used a fire extinguisher (in a non-emergency situation), or otherwise damaged the Property shall be fined and turned over to the police.

20. REPAIRS TO COMMON ELEMENTS:

- a) The Association is responsible for all repairs to Common Elements. All requests for repair to Common Elements shall be made through the Association's Management Company.
- b) No Unit Owner shall hire a contractor to make repairs to Common Elements without prior Board approval.
- c) Unit Owners will not be reimbursed for repairs to Common Elements that have not been previously approved by the Association Board.

21. ASSESSMENT: LATE PAYMENT INTEREST begins after the 15th of each month.

Any HOA dues or any assessment received after the 15th day of the month when due shall have a \$100 late fee assessed and shall also accrue interest at the rate of 1.5% per month on any amount that is not paid each month. Any dues paid quarterly or yearly must be paid in advance.

22. ENFORCEMENT AND RIGHT OF ACTION: Refer to "Enforcement of Covenants and Rules" as per resolution dated December, 2013. All procedures must follow these resolutions

23. FINE SCHEDULE:

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| First Violation: | Warning letter |
| Second Violation (of same covenant or rule): | \$100.00 |
| Third Violation (of same covenant or rule): | \$500.00 |
| Further Violation (of same covenant or rule): | \$1000.00 |
| Failure to provide required information (#4, 5) | \$250.00 |
| Dogs in non-owner-occupied unit's | \$1000.00/month until resolved. |

*Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

- a) All fines are the responsibility of the Unit owner. Any violations shall run with the Unit, not with the tenant.
- b) Owner shall be responsible for damages and legal expenses and costs resulting from the violation(s). Such fines shall be paid within thirty (30) days following notice to the Owner.
- c) The remedies provided herein are not exhaustive. The Board may take any additional action provided at law or equity, or as provided in the Declaration or Bylaws.

IN WITNESS WHEREOF, the undersigned President of the Association certifies adoption of the foregoing Rules and Regulations of Town Center Homeowners Association, Inc., by the Board on this day of 25 Oct., 2017.



President: TOWN CENTER HOMEOWNERS ASSOCIATION, INC.

Read and signed by the Owner and or Tenant

Date