

CONESTOGA CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

As adopted by the Board of Directors of Conestoga Condominium Association

Pursuant to the Declaration of Covenants and Bylaws of Conestoga Condominiums Association (the "Association"), the Board of Directors (the "Board") has adopted the following Rules and Regulations to govern the use and enjoyment of the Conestoga Condominiums (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 16 condominium units.
- b) The property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use.
- c) **No retail business activities of any kind shall be conducted** in any building or on any portion of the property.
- d) No "Bed and Breakfast" or "Day Care" may be operated within the Premises.
- e) Residential occupancy standards – Please refer to Town of Carbondale's residential occupancy standards and codes relating to the maximum number of people allowed in a unit. Should it be discovered that the maximum number of occupants is exceeded; a fine of \$500.00 per person in excess will be assessed.

Owner Maintenance Responsibilities:

- f) All boilers must be replaced every 10 years. The Management Company will have all boilers inspected on an annual basis at the expense of the unit's owner.
- g) The Management Company will have all chimneys inspected and cleaned when necessary on an annual basis at the expense of the unit's owner.

General Common Elements:

- h) Use of the Conestoga Condo Common Area is restricted to residents of the Condos and their guests.
- i) Children can use the common area to play; the risk and responsibility of minors under the age of 18 remains with the parent/s or legal guardian/s.
- j) It is strictly prohibited to kick balls into fences or other general common elements as well as riding of bicycles on the general common elements.
- k) No unauthorized vehicles are permitted in the Common Area. Authorization must be obtained from the Association.
- l) Residents and guests are reminded when using the Common Area to be respectful of the privacy of others, maintain suitable noise levels, and to leave the Common Areas in a tidy condition, removing all trash, equipment, toys, etc. This includes respecting all unit owners fences, semi-private yards, plant materials, and common structures in the development.
- m) Use of the Common Area for special events is restricted to residents of the Conestoga Condos with the permission of the Board. These events must be presented to the HOA in writing, 5 days in advance of the event for review. Request information should include the residents name, address, contact information, date and time of event, proposed activity, approximate number of adults, and children (under 11).
- n) Owners are advised to call Carbondale Police regarding disorderly and destructive behavior by any person/s on the Association property.
- o) All homeowners are responsible for their tenants receiving and abiding by these rules.

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.
- 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, pipes and electrical wires not serving other units.
- v. All condominium owners must have homeowner insurance and provide proof of insurance to the Association.

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 Associations 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.
- iv. Tenant information and contact details.

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. Occupancy – Refer to clause 1.E for the number of occupants per unit.
- iii. Guests to the unit shall not occupy a unit for more than thirty consecutive days, and occupancy by such guest may occur not more frequently than once every six months.
- iv. 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) which shall reflect all unit occupant names and contact numbers.
 - (2). A copy of the current Rules and Regulations signed by the tenant.
- v. Failure to provide the required information requested of current tenants and prior to new occupancy will result in a \$250 fine.
- vi. 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.

- a) **PETS:** Only **owner-occupied** units or tenants that have it stated in their lease agreements are allowed to have pets. Units are limited to 2 pets per unit. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except for a dog, or a cat, or another household pet. As from the signed date of these Rules & Regulations, all existing owners and tenants that have pets that exceed the maximum requirement shall notify the Association to have all excess pets grandfathered in.
- b) If it is determined that a Unit occupied by tenants has pets and it is prohibited in their lease, then the owner shall be fined \$200.00 per month until the pets are removed.
- c) The right to keep a household pet is coupled with the responsibility to pay for any damage caused by such pet.
- d) All pets shall be kept under strict control at all times by the owner or under the direct supervision of a responsible adult.
- e) 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.
- f) 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.
- g) There shall be no pets allowed in the common areas unless accompanied by a responsible adult.
- h) 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.
- i) Owners are required to pick up their own pet's waste.
- j) Owners of cats are requested to follow the Town of Carbondale's cat code under Ordinance No. 16-2015 for compliance.

6. PARKING AND VEHICLE MAINTENANCE:

- a) No parking space, whether assigned or not, shall be used for storage of infrequently used, demolished or unlicensed motor vehicle.
- b) Only licensed, operating vehicles will be permitted on the driveways within the Association premises.
- c) Garages may not be used for business or commercial purposes.
- d) No large motor homes, boats, snowmobiles, ATVs, trailers or similar recreational vehicles shall be parked on the Premises, other than for reasonable temporary periods up to 48 hours for loading, unloading or cleaning purposes.
- e) 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.
- f) A vehicle may be booted or towed if it is blocking access to the garage of another Unit.

7. GARBAGE/TRASH/RECYCLING:

- a) All garbage, trash and recycling material shall be kept indoors or in garages until "pick-up" day. Items shall be place at the appropriate place for collection and then returned indoors by the end of pick-up day.
- 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.

8. FENCED OFF AREAS:

- a) Any fenced off 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 on any fences, window sills, or draped across furniture.
- c) Anyone caught throwing any objects from upstairs units will be fined and/or prosecuted.
- d) Bug Screens are allowed
- e) The following are allowed to be stored in fenced off areas, 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 electric / gas / charcoal cooking grill, in working order and not a fire hazard. 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 (4) four weeks before the holiday and removed no later than (4) four weeks after the holiday.
- iv. No screening material shall be used on any part of the property unless it has been approved by the Board.

9. **SIGNAGE:** 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

10. NUISANCES:

- a) No nuisances shall be allowed on the condominium property (General Common Elements), nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment of possession and proper use of the property by its residents.
- b) Noise Nuisances: Owners and their occupants need to follow the Town of Carbondale Municipal code under Article 9 which prohibit noises throughout the Town, in general terms no noise between the hours of 9:00pm and 7:00am is permitted.
- c) No construction activities between the hours of 7:00pm and 7:00am Monday through Friday and 5:00pm and 7:00 am on Saturday. No construction on Sunday.
- d) 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.
- e) Noise from residents' gatherings, including those on Limited Common Elements, in garages or outside spaces adjacent to Units, must remain at levels reasonable to fellow residents. No noise between 9:00pm and 7:00am in such a manner as to disturb the peace.
- f) After 9:00pm, noise-generating gatherings may not be held on decks, in garages or outside spaces adjacent to Units.
- g) 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.
- h) 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.

11. 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) Outside area smoking of any kind is prohibited within 15 feet of any building as per State law. This includes all tobacco products, e-cigs and cannabis products.
- c) Cigarettes, cigars and other smoking materials shall not be extinguished or thrown in common areas and facilities and shall not be thrown off of upstairs windows, patios, balconies or decks.

12. ANTENNA:

- a) No antenna of any sort shall be placed, allowed, or maintained on any portion of the general or limited Common Elements.
- b) Specific areas will be demarcated for installations.
- c) All "dishes" **MUST** have Board approval before installation.

13. 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) Window installed air conditioning is allowed but must be installed in a professional manner and be aesthetically acceptable, board approval is required prior to installation and must be maintained and serviced regularly.

14. 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.

15. GARAGE SALES:

- a) Only (1) one Garage sale per summer will be allowed, the board will schedule the date and inform all owners.

16. 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.

17. 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.

18. **ASSESSMENT: LATE PAYMENT INTEREST begins after the 15th of each month.**
 Dues are payable by the 1st of every month and will be considered late by the 16th of that month. Any HOA dues or any assessment received after the 15th day of the month when due shall have a 10% past due assessment, if unpaid by the end of that particular month then Association will impose an 18% per annum on the amount owned for each owner.
19. **ENFORCEMENT AND RIGHT OF ACTION:** Refer to "Enforcement of Covenants and Rules" as per resolution dated December, 2013. All procedures must follow these resolutions
20. **FINE SCHEDULE:** The fining structure will follow the SB100 policy guidelines.

First Violation:	Warning letter
Second Violation:	\$50.00
Third Violation:	\$100.00
Further Violation:	\$100.00 and Notice for a hearing
Failure to provide required information	\$250.00
Unauthorized pets in units	\$200.00 per month

*Third and subsequent covenant violations of the same nature 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, 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 7 day of DECEMBER, 2018.



 President: CONESTOGA CONDOMINIUMS ASSOCIATION, INC.