

Model Condominium Rules

Rules, Regulations and Architectural Control Standards

I. Names/Telephone Numbers

Ancity Condominiums Board of Directors

John Smith, President	555.1111
Jane Smith, Treasurer	555.2222
Bob Smith, Secretary	555.3333
Mary Smith, Trustee	555.4444

Ancity Condominium Management Co.

Nancy Smith, Manager	555.9999
Bill Smith, Administrator	555.8888

Emergency and Local numbers:

Ancity Police:
Ancity Fire:
Ancity Hospital:
Ancity Town Hall:
Ancity Rubbish Removal:
Etc.

II. Introduction

Ancity Condominium Association (ACA) is providing this pamphlet to the residents of Ancity Condominiums as an introduction and quick reference to the Architectural Standards, Parking Policy, Collection Policy, Rules and Regulations, and By-laws of our community.

The Following Rules and Regulations, and Architectural Control Standards have been adopted by the Board of Directors of the Ancity Condominiums in accordance with the Covenants and By-laws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

It should be remembered that the Rules and Regulations do not replace the By-laws, which the Board of Directors uses as its primary governing document. Both documents are in force. In case of conflict between the wording of these documents, the By-laws will prevail.

The Rules and Regulations shall 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 applicable Covenants and By-laws.

In establishing and maintaining the Rules and Regulations, or Standards, the Board shall make every effort to ensure that they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules and Regulations and Standards may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

III. General Information

The subdivision comprises Anycity Condominiums, bounded by _____ and _____, and which runs from _____ to _____.

Property in the development is classified as "Open Space, General Common Elements and Limited Common Elements."

The basketball court, the tot and pre-teen lots and the areas that join City Blvd. and Town Terrace are the OPEN SPACE AREAS. Use of these areas is shared by all residents of the community.

The streets, curbs, sidewalks, lawns and yard areas, trees and shrubs, exterior lighting and parking areas comprise the GENERAL COMMON ELEMENTS. Your Association (ACA), along with your Management Agent, is responsible for the operational management and oversight of maintenance and improvement of these areas, which are for the EXCLUSIVE use of the individual residents/unit owners and/or their guests.

The LIMITED COMMON ELEMENTS include balconies, patios, and fenced areas, and front and back yards. YOU AS A UNIT OWNER OR YOUR TENANT HAVE THE RESPONSIBILITY FOR THE UPKEEP OF THESE AREAS.

IV. General Rules and Regulations

These are the general rules and regulations of the Association. The number in parenthesis following each rule in this section denotes the violation class. Exceptions to these rules may be granted only by a written notice from the Board.

Any damage to buildings, grounds, or other common areas or to equipment by any owner, tenant guest, family member or pet shall be repaired at the expense of the unit owner. This charge may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their tenants, family members, guests and pets, and shall be held accountable for any damage done to the property.

1. Common areas: The lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, trash cans or recycle bins, or other personal property shall obstruct entrance ways, walkways, parking or other common areas.
2. Unlawful and Disturbing Noises/Practices: No unit owner shall make or permit any unreasonable noise that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents.
3. Trash and garbage shall be placed in sealed plastic bags. Trash cans shall be kept inside the rear of each unit until pick-up day. Trash cans may in some instances be placed on walkways or common islands in front of a homeowner's unit ON TRASH PICK-UP DAYS ONLY! Trash cans must be placed back in your unit by the evening of trash pick-up day. Arrangements for the removal of bulky items such as mattresses, furniture, appliances, construction materials, etc., must be made with County Bulk Trash (555-5555) and shall not be placed outside earlier than the day before the scheduled pick-up day.
4. Play areas: Play is permitted in designated common areas (tot lots, pre-teen lots and the basketball court) provided that such play is not of a nature that is destructive or potentially destructive of property. Also, such play or use should not violate the provisions of item 2. Except in designated recreational or other areas designated by the Board, no playing (including ball playing) or lounging shall be permitted. Violators may be subject to a fine. No playing (including ball playing) shall be permitted in the parking lot.
5. Barbecuing: Cooking is permitted in the Recreational Area or in the back of your unit only.
6. Defacing of property: Signs, notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of unit, or on the common areas. Specifically excluded from this regulation are seasonal decorations and "For Sale" signs, in accordance with the Declaration of Covenants, or as approved in writing by the Board.
7. Rental Property: All unit owners who rent to a tenant shall: (1) provide the tenant with a copy of the By-laws and Rules and Regulations, (2) include in

the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents, (3) notify the Board of Directors in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants, and (4) provide to the Management Agent and/or the Board the name of any agent retained by the unit owner to manage the unit for him/her. The unit owner is responsible at all times for the enforcement of the established guidelines.

8. Vandalism: Unit owners and their families, tenants, and guests shall not deface, remove, or destroy, or permit the defacing, removing or destruction of any element of the common areas.

V. Conduct

Residential Use: All condominium units shall be used for residential purposes exclusively.

Lease: No condominium unit within the project shall be rented for transient or hotel purposes or for a period of less than six (6) months.

No noxious or offensive trade or activity shall be carried on within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners.

VI. Insurance

Nothing shall be done or maintained in any condominium unit or on any Common Elements, which will increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof, without prior written approval of the Board of Directors.

Nothing shall be done or maintained in any condominium unit or on the Common Elements, which is in violation of any law.

VII. Animals and Pets

The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements, except that this shall not prohibit the keeping of small dogs, cats, and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of small dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in Part IV, item 2.

All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any

time, or to otherwise interfere with the rights, comfort or convenience of other residents.

Dogs may only be walked in the following areas: wherever this particular condo community decides; ex: the grassy area along the fence by City Blvd. and Town Terrace.

Dogs may not be walked on grassy areas near your neighbors' units, and must be cleaned up after.

Pets must be vaccinated and kept in accordance with the County Health Department laws and regulations. Contact the Any County Animal Control (555-5555) or the Health Department (555-5555) for more information.

Owners are responsible for all damages caused by their pets to common areas and to the property of others.

VIII. Motor Vehicle Operation

Except as herein provided, no junk vehicle or other vehicle on which current registration plates are not displayed, no trailer, truck, camper, house trailer, or boat may be kept on any Common Elements.

Likewise, no repair or extraordinary maintenance of automobiles or other vehicles may be undertaken on any of the Common Elements. Minor vehicle repair work shall be permitted in emergency cases only, provided that the area is cleaned after repairs have been completed.

Parking policy:

Vehicles shall be prohibited from parking upon the Common Elements. Each unit shall have two assigned parking spaces in front of or near the unit. Unit owners, upon acquiring their unit, should call the Management Company to register their vehicles and request parking stickers.

Each section of the development will also have a number of guest parking spaces for the use of visitors. No car shall be left in a guest space for longer than three days without the written consent of the Board.

IX. Architectural Maintenance/Control

No structural alteration (construction, addition or removal) of any condominium unit or Common Element shall be commenced or conducted except in strict accordance with the provisions of the By-laws.

All changes proposed by the unit owner to the exterior of his/her unit shall be submitted in writing to the Architectural Control Committee. All requests shall include a written description and a diagram of the proposed changes, and must be signed by the unit owner. Once written approval has been received from the Committee and changes have been made, the unit owner must contact the Committee so that a final inspection may be made and signed off by the Committee.

No owner or resident may make or cause to be made any change outside his/her unit without the prior express written approval of the Architectural Control Committee unless the Committee fails to respond within 60 days of a written request submitted by the unit owner.

A decision made by the Architectural Control Committee may be appealed to the Board of Directors.

Policy

1. The architectural covenant imposes a legal requirement on the Association to approve or disapprove construction of new structures, exterior additions or alterations to the original design of the units, and all subsequent alterations thereto BEFORE they are started by the unit owner. The Board of Directors has delegated to the Architectural Control Committee the task of reviewing applications and making recommendations to the Board for the approval or disapproval.
2. It should be noted that approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such amendment.
3. Any project or exterior modification which was completed prior to the issuance of these regulations which would normally require Board approval prior to initiation shall not be construed as setting a precedent, and will require Board approval before any major repairs, changes, and/or additions are made to said project or modification.
4. Before making any exterior changes or initiating any project, which might be contrary to the architectural/maintenance standards, unit owners are reminded that non-approved changes can not only be aesthetically offensive to their neighbors, but can also decrease the value of all units.
5. Any project, exterior modification, or other act in violation of these standards is subject to a citation by the Board and may require corrective action to bring the violation into immediate or future compliance with these standards.

Architectural Control Committee:

Bob Smith	555.6666
John Jones	555.7777
Etc.	

X. Enforcement/Penalties

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

1st violation, after written warning	- \$25.00
Repeated violation	- \$50.00

The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with.

1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Trustees. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
4. The decision of the Board in such matter can be appealed to the Courts of the state of Anystate.
5. If any unit owner fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the

Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.

If this fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, the following:

- A. Suing the unit owner for damages.
- B. Imposing criminal penalties through the proper authorities (violations of county or state laws).