WATERFRONT LANDINGS CONDOMINIUM HOUSE RULES AND REGULATIONS

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2.08 No personal items may be stored in the common elements, including open area of storage locker rooms and common areas of the parking garage. These items may be removed and disposed of by management at the owner's expense.

2.09 Only the management office can post bulletin board and elevator notices. Resident may leave notices with the management office for posting. (See Bulletin Board Policy.)

2.10 No 'playing' (by residents/children/guests/pets) is allowed in the elevators, driveways, garage, hallways, stairwells, gym or other common areas. Parents and caretakers must also ensure that children do not violate any other of Rules & Regulations including rules for 'Peace and Quiet'.

2.11 Individual unit doors shall not be left open or held ajar at any time. This is for security and safety reasons, and in consideration of neighbors since odors and noise transmit through the halls.

2.12 No items, including plants, tables, mats, etc., may be placed in the hallways or other common elements without the prior written permission of the Board.

2.13 Barbecues or outdoor heaters shall be gas or electric only. Gas or electric outdoor heaters or barbecues may not be placed under any overhang and must not be used within four (4) feet of an exterior building wall, as this constitutes a fire hazard. No other burning devices shall be allowed.

§ 3 Move-in / Move-out Guidance (Violation Level 2 to 4 – no warning issued)

3.01 Deliveries of large items or a large quantity of items such as furniture or appliances must be approved in advance so that elevator pads can be put up.

3.02 No move-in or move-out of a unit or a storage unit is permitted without contacting the management office and obtaining their approval in advance of the move.

3.03 All moving in or out of a unit must be done through the garage entrance or east doors. This includes hand-truck deliveries. No moving is allowed through the lobbies or courtyards.

3.04 An extra person must be present to stand guard at open doors (including the garage door) at all times during the move.

3.05 Moving companies must be advised of the space available outside the garage doors. These areas will not accommodate oversized moving vans such as those used by cross-country movers. The mover may have to use smaller vehicles. The management office can provide specifics for movers.

3.06 Moving in or out of a unit shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday with a $150.00 non-refundable fee. Special arrangements may be requested for Saturday moves and must be approved by property management and the required non-refundable fee of $225.00 paid in advance. A refundable deposit of $250.00 will be required for all moves and will be refunded if no damage results from move.

3.07 Protective pads shall be installed by property management in the elevator reserved for the move. Pads must be used when any item is moved in the elevator, which, in the opinion of the management office, will warrant pad use. The management office must be notified when the move begins and when it is complete so the pads can be removed promptly.

3.08 An independent elevator service key will be made available to lock off the elevator. Only one elevator at a time in any one building shall be used for moving.

3.09 Owners are responsible for cleaning of common elements affected by movers or others in conjunction with the move. Any cleanup that must be done by the management office will be billed as noted in Section 1.01 (E) of these House Rules.

3.10 Cost of repair for damage by a homeowner, lessee or renter to common areas resulting from a move will be assessed to the homeowner.

3.11 Applicable fees or deposits for move in or out of a unit shall be collected prior to move. Refund of fees is at the discretion of property management, based on compliance to move-in/out regulations and WFL House Rules with consideration for any common area damage or unreasonable debris resulting from the move.

§ 4 Keys, Fobs, and Garage Door Openers (Violation Level: refer to Section 1.1)

4.01 All common element keys, building fobs, and garage fobs shall be numbered and recorded in a ledger in the management office.

4.02 For each common element key, building fob, and garage fob issued, the individual owner/recipient shall personally sign the ledger. Upon transfer of ownership of the unit the common element keys and all fobs shall be returned to the Owner's Association (OA) to be reissued to the new owner. Any change in official possession of the access device must be done through on-site management office personnel. A fee will be assessed for any key or fob not returned to the OA. *(See section 1.01(A))*

4.03 Replacement charges will be assessed for lost common element keys, building fobs, and garage fobs. Replacement charges will also be assessed for broken garage fobs. (See section 1.01(A))

4.04 It is the responsibility of the owner of each unit to issue and retrieve common element keys, building fobs, and garage fobs from their tenants. Until office records indicate a change of possession, the original recipient maintains any and all liability associated with the use of that device.

4.05 Limited use building fobs and garage fobs are intended for use by contractors and other temporary service providers only. Upon expiration of the requested time period, the fob(s) will be de-activated unless they are renewed prior to expiration. The owner/resident shall be held personally liable for use.

4.06 Vendors and real estate agents must check in with the management office upon arrival to receive building access and a 'Visitor' badge. Upon completion of work, access devices must be returned to the management office. Vendors or realtors shall not keep access devices for more than eight (8) hours.

§ 5 Rental or Leasing of Units (Violation Level 3 to 4)

5.01 With respect to renting or leasing of units, please note the following language from Exhibit H, Declaration of Covenants, Conditions, and Restrictions (included in your homeowner's documents):

(a) Use Restrictions. None of the apartment units shall be used for commercial or business purposes or for other than residential purposes, except that units may be used for home office uses incidental to residential use of the unit."

(b) "Article 10, Section 10.2 Leases. Any lease or rental agreement of a Unit must provide that its terms shall be subject in all respects to the provisions of the Declaration and the Bylaws and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the owner and the tenant by reason of their being stated in this Declaration. The Board may adopt a rule that requires any Owner desiring to rent a Unit to certify or provide evidence to the Board or its designee that the prospective tenant (other than a relative of the Owner) has been screened (a) by the Owner for those matters that a residential landlord would normally screen as prescribed by rule or regulation of the Board or (b) by a tenant screening service designated or approved by the Board at the Owner's expense prior to Owner's entering into a lease with the prospective tenant. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences."

Owners who desire to rent or lease their unit(s) are expected to be familiar with the language included in the Declaration and House Rules. Owners are responsible for actions of their renters.

5.02 Owners are required to screen prospective tenants prior to entering into a lease agreement. All leases and rental agreements shall be in writing and a copy should be delivered to the management office prior to the commencement of tenancy5.03 Owners are responsible for their tenant's compliance with the Declarations, as well as, these House Rules & Regulations. If a tenant continues to violate any of these rules after a written warning, the Board of Directors will require the owner to evict the tenant.

5.04 A copy of the House Rules & Regulations must be provided to each renter or lessee by the Owner. Owners must assure that their tenants are aware of and familiar with the Rules & Regulations. Action can be taken directly against the tenant and the Owner for infractions. An addendum indicating understanding and agreement to adhere to the House Rules & Regulations must be signed by each renter/lessee over 18 years of age and by the owner. This addendum must be attached to the lease or rental agreement. A copy of the addendum shall be obtained from the management office. A signed copy will be kept in the management office.

5.05 Owners leasing units must provide the management office with the current home and work phone numbers of the renter/lessee.

5.06 Units cannot be rented without a parking stall. Renters may not sublease their parking spaces(s). Parking spaces may only be rented by the owner of a unit.

5.07 Units may not be subleased by a renter.

5.08 A move-in charge will be assessed each time a unit is rented or leased. This charge is assessed to the Owner as specified in Section 1.01 of these House Rules.

§ 6 Vehicles (Violation Level 1 to 4)

6.01 Speed limit in the garage is 10 miles per hour. Please use headlights for safety.

6.02 For security reasons, every resident must wait for the garage door to close after entering or leaving. If two or more vehicles are leaving in immediate succession, the last out is responsible for waiting. If two or more vehicles are entering in immediate succession, the first must allow the door to close to assure the second vehicle has a garage remote. If two vehicles are entering and leaving at the same time, the entering vehicle must wait.

6.03 The Board shall have the right to remove from the premises any vehicle considered a hazard after placing a notice on the vehicle for 48 hours. Removal shall be at the expense of the owner.

6.04 Major vehicle repairs are not permitted on the premises. Minor repairs that can be completed the same day will be permitted.

6.05 Draining of oil and other automotive fluids on the premises is prohibited.

6.06 Clean up of oil spills and excessive oil leaks are the responsibility of the owner. Disposal of used oil and other automotive fluids must be off site.

§ 7 Parking (Violation Level 2 to 3)

7.01 Residents may park only in the stall(s) designated for their unit(s), unless another resident has rented the parking stall. The management office must be notified of any such rental agreements. Only owners may rent or lease their owned parking spaces, and only to current residents. Sub-renting or sub-leasing of parking is not allowed.

7.02 The driveways must be kept clear for emergency vehicles. No vehicle may block the garage entry area, sidewalk, or building entrances. This includes moving and delivery vans.

7.03 There are no public or guest parking stalls in the garage. You may not give anyone permission to use another resident's parking stall without the consent of the owner of that stall.

7.04 Violation of any of these parking rules shall cause the vehicle to be towed without notice at the vehicle owner's expense.

7.05 Residents must contact property management or security to have a vehicle towed from their stall.

§ 13 Architectural Uniformity (Violation Level 1 to 4)

13.01 No alteration of the common elements or the exterior of the building may be made without the approval of the Board of Directors.

13.02 Residents may not modify, paint, or otherwise decorate or in any other way alter their limited common element without prior approval of the Board of Directors. Decorating that is not allowed includes, but is not limited to, wind chimes, fountains, stained glass, bird houses, wall or hanging art, bamboo structures, or windsocks or flags. In addition, no one shall penetrate the building exterior in any manner. This includes nails or any other sharp object that may penetrate the stucco or balcony ceiling/flooring. Structures such as storage cabinets, shelving, pet houses, and potting stations may not be built or placed in limited common areas.

13.03 Any proposal for alteration to limited common elements, common elements, or the exterior appearance of the buildings must be submitted in writing to the Board of Directors, and must be accompanied by a sketch of the proposed alterations. The Board may require further information or drawings before reaching a decision on the proposal.

13.04 Prior to engaging in any and all structural improvements, repair, remodeling, or any other construction work in any unit, a written proposal of the work must be submitted to the management office with deposit of $2,000. Board approval must be granted before scheduling the proposed work. At that time the Board will advise the owner of any additional deposits or assessments.

13.05 All draperies, blinds, shades, or other window coverings visible from the exterior of the building must appear solid white/off-white or black/off-black in color. No bamboo blinds, bed sheets or visibly patterned materials are allowed.

13.06 There shall be no stickers, posters, signs, or hangings of any kind affixed or positioned between the window covering and the window; or objects arranged in any way as to be readily visible from the building exterior. No chimes allowed.

13.07 No signs of any kind shall be displayed to the public view on or from any unit, common element, or limited common element.

13.08 Allowed loading (maximum live load) on decks and terraces is 39 pounds per square foot. This includes all added fixtures, people, plants, and weather conditions.

13.09 Residents are not allowed to place personally owned plants or objects on or in common element planters. Residents are encouraged not to grow food plants in personal containers, as they attract rodents.

13.10 Balconies or Patio decks shall not be used as storage/holding areas. Items on decks shall be limited to commonly accepted deck furniture and common deck items, such as plants, BBQs and lawn and garden furniture in good repair. Items that shall not be stored on balconies or patios include, but are not limited to, exercise equipment, cabinets, sheds, fish tanks, furniture, bicycles, coolers, refuse, bags of potting soil, lumber, clothes racks or lines, or recycle bins/materials.

13.11 Structures of any kind (cabinets/sheds/pet houses/bird houses) shall not be allowed on balconies or patios.

13.12 Official American Flags only shall be allowed on patios and decks if they comply with the following: one flag per unit, WFL-approved fastener, flag no more than 3’x 5’ in size, flag and/or pole not blocking or intruding on neighbors’ views or line-of-sight. No freestanding flagpoles are allowed on unit patios/balconies. First floor residents may display a compliant flag in a personal plant container or in a limited common planter box. Windsocks are not allowed.

§ 14 Security (Violation Level 2 to 4)

Security and safety start with the individual. For the safety and security of all, each of us must take personal responsibility. Keep the doors of your cars locked in the garage and do not keep garage fobin car. Do not volunteer information to strangers in the lobby, hallways, elevators, or outside the buildings regarding resident's units, or their presence or absence. In the event of an emergency call 911. Report any and all suspicious activity to the management office, security personnel, and/or police.

14.01 Make sure all outside doors are securely locked after you pass through them.
14.02 Residents and their guests shall not let strangers into the buildings.
14.03 When entering or leaving the garage (in order to prevent unauthorized persons from entering the building), do not leave the vicinity of the entry gate until the gate is entirely closed.
14.04 Common element keys shall not be duplicated. See Section 4 for information on keys, building fobs, and garage fobs.
14.05 Residents must assure that contractors obtain a visitor badge. If a resident is unable to pick up the badge, then the office should be advised of the contractor and the contractor advised that they must enter the building through the 1950 entrance and obtain a visitor badge prior to proceeding to the unit. The badge must be returned to the office.

§ 15 Deliveries and Packages

15.01 Owners shall abide by the current policy posted at the management office.

§ 16 Peace and Quiet (Violation Level 1 to 2)

Please realize that normal conversation,(including cell or cordless telephone conversation) and laughter can be heard across the courtyards and from the balconies and decks.

16.01 No activity should occur in any unit or in the common elements that may become an annoyance or considered a nuisance/offensive to other residents, or render any portion of WFL unsanitary, unsightly, or detrimental. This may include smells such as offensive odors, noise, and cigarette/cigar smoke.
16.02 The audio portion of televisions, radios, stereos (and subwoofers), musical instruments, and televisions must be kept at a level that does not disturb other residents. Loud noise must cease by 10:00 p.m. all days of the week.
16.03 Activities on balconies or decks must be kept at a low noise level before 6am and after 10pm. Residents should be aware that outdoor conversations (in-person or telephone) can be heard through open windows in adjoining units.
16.04 Aerobic activities, such as running, jumping, playing, or exercising must be kept at a level that does not disturb other residents. Heavy weights or aerobic exercise equipment such as treadmills are not to be used inside individual units or on decks or patios. Sound and vibration transmit through floors and ceilings.
16.05 No fireworks shall be allowed on WFL property.

§ 17 Storage Lockers (Violation Level 1 to 2)

17.01 Do not store combustibles, perishables, or odoriferous items in your storage room.
17.02 No items may be stored within 24 inches of fire sprinkler system in the storage rooms.
17.03 Common area in storage locker rooms shall be free of debris and obstacles. Objects left in this common area will be disposed of as trash.

§ 18 Use of Units (Violation Level 1 to 3)

18.01 A home-office secondary to residential use is allowed as long as it does not involve excessive traffic and business conducted in a quiet/non-disruptive/legal manner in accordance with city ordinances.

18.02 No signs shall be displayed that are visible from outside the unit.

§ 19 Use of Rental/Sales Broker or Agents (Violation Level 3 to 4)

19.01 Whenever an owner attempts to sell or rent a unit by engaging the services of a real estate broker or agent, the owner must provide the management office with notification of the listing agreement.

19.02 An owner selling on his/her own must notify office and must abide by the same rules required of real estate agents (as below).

19.03 An owner may provide the listing agent with a key to the owner's unit and a way to access the building. However, the owner is still responsible for security and damage.

19.04 Lock boxes will be logged in at the management office and checked out by real estate agents with a driver's license and a business card. No lock boxes are permitted on unit doors or in any other location, other than within the management office.

19.05 No signs relating to the sale or rental of a unit shall be placed anywhere in any common areas or limited common areas. No signs may be placed in an owner's window or door to the common areas hallway, deck, or patio. Sandwich board signs are permitted on the west side of the trolley tracks for "Open Houses" only and must be removed at the end of the open house time.

19.06 Listing agents should be asked to wait for their clients in the owner's unit or building lobby. The listing agent must escort all clients to and from the front door.

19.07 At the time of listing, the owner shall provide the listing agent a copy of the relevant House Rules.

§ 20 Insurance

20.01 The Association's insurance policy does not cover losses of and/or damage to any resident's personal property and/or resident's liability to others.

20.02 To protect individual owners from liability expenses, residents should purchase condominium owner's insurance to provide coverage for all their personal property and/or personal liability to others and/or other expenses.

§ 21 Guest Suites (Violation Level 2 to 4 – no warning issued)

21.01 A guest suite must be reserved in advance through the management office. Reservation times are Monday through Friday, 8:00 am – 12:00am.

21.02 Payments are required within 24 hours of the request or the reservation will be cancelled. One-third of the payment will be forfeited if the reservation is canceled less than three weeks prior to the reservation date.

21.03 Guest suite reservations may be made beginning the first day of the month six (6) months prior to month in which the reservation is desired. For example, on January 1, reservations for dates through June 30 will be accepted.

21.04 Each unit is entitled to reserve a guest suite two (2) times per year. However, if a suite is not reserved three (3) weeks prior to the desired date, any resident may reserve it, including a resident holding two reservations. The "year" starts each January 1 and ends December 31st.

21.05 Each unit may reserve only one guest suite during the same time period. However, if a suite is not reserved three (3) weeks prior to the desired date, it may be reserved by any resident, including a resident that has another suite reserved for that same time period.

21.06 Each reservation is limited to a three (3) night stay within a three-week period, but an extension may be granted if the suite has no other reservation within three weeks of check-in for a maximum stay of six (6) nights. Payment for the additional reservation is required at time of booking three weeks prior to the extension date.

21.07 Check-in is 3:00 p.m. and checkout is 11:00 a.m. The management office may authorize exceptions.

21.08 The homeowner is responsible for either picking up and dropping off the keys and garage fob or notifying the management office of the names and arrival time of their guests.

21.09 Occupants of a guest suite are considered guests of a resident under these House Rules. Guests must comply with all rules and regulations and the hosting resident is responsible for all guest actions and damage. A copy of the House Rules is located in each guest suite.

21.10 There is a limit of four (4) overnight occupants in a guest suite.

21.11 Smoking is not allowed in the guest suites. If cleaning of upholstery or carpet is required to remove smoke odor or stains, the cost will be billed to the sponsoring homeowner.

21.12 No pets are allowed in any guest suite at any time. If cleaning of upholstery or carpet is required to remove odor or stains, the cost will be billed to the sponsoring homeowner.

21.13 Equipment and furnishings shall not be removed from the guest suites. Homeowner will be responsible for reimbursement to HOA for any costs associated with replacing missing items.

§ 22 Maintenance Assessments

Maintenance assessments are outlined in Sections 16 and 17 of the Declaration.

22.01 OA assessments are due on the 10th of each month. Late dues are assessed $25 plus 1% interest per month.

22.02 Assessments over 90 days delinquent will be turned over to an attorney for collection and a lien will be placed on the unit. All costs associated with collection will be responsibility of the unit owner.

§ 23 Enforcement

23.01 Each owner or resident of a unit shall comply strictly with the provisions of the Declaration and House Rules of the Waterfront Landings Condominium, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to the Declaration and House Rules. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Association's managing agent on its behalf.

23.02 The Directors, to enforce the Rules, may levy a monetary fine in the amount shown on the attached Schedule of Fees and Penalty Assessments (Section 1). Such fees and assessments shall be added to the monthly maintenance assessment for the first month following the violation, and shall be enforceable in the manner as is provided for the enforcement of maintenance assessments.

23.03 The Board of Directors shall authorize written notice of a violation, and determine a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated the Board can itself make the correction, and any costs incurred in connection therewith shall be imposed on the unit owner and added to the monthly maintenance fee for the first month following the completion of the correction. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

23.04 In addition, the Board can take any other legal action appropriate to remedy or penalize a violation of these rules or the Declaration. Refer to Declaration, Section 15.5 Right to Notice and Opportunity to be Heard.

23.05 In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy therefore, to an agent, including but not limited to a single, or a group of, director(s) or officers, a hearing counsel established by the Board, or the management office.

23.06 Owners will be financially responsible for all damages caused by their tenants or guests, and for any assessments imposed as the result of conduct on the part of their tenants, guests, or invitees. Any charge for damages or assessments will be imposed against the