

RULES AND REGULATIONS - AEGIS DRIVE CONDOMINIUMS ASSOCIATION
Approved November 8, 2023

1. Adoption and Amendment.

Aegis Drive Condominiums Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. Compliance.

All Unit Owners, their families, invitees and guests and all other persons on the Condominium property shall comply with these Regulations.

3. Obstructions.

There shall be no obstruction of the Common Grounds.

4. Document Conflict.

In the event these Rules and Regulations conflict with the provisions of the Condominium Bylaws or Declaration, the latter shall control.

5. Insurance, etc.

A. Nothing shall be done or kept in any of the Common Grounds which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Grounds which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any building or fire code. No waste shall be permitted on the Common Grounds.

B. Unit Owners are responsible for the payment of the applicable insurance deductible for damage to their Units, or such other deductible as may then be applicable under the insurance policies carried by the Association for a Unit and for losses that are not covered under the Association's policy. As further set forth in the Declaration, each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit and loss of use for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability.

6. Use of Outside Contractors

A. Work hours will be Monday through Friday only, from 8:00 a.m. to 5:00 p.m. No weekend or holiday work will be conducted without the express permission from the Executive Board.

Note: Domestic cleaners are exempt from this rule.

B. Construction personnel are not allowed on the private balconies or terraces unless directly related to the Unit on which they are working.

C. Contractors and/or workers must provide the managing agent with appropriate Certificate of Insurance for general liability and workers compensation coverage prior to beginning any work in their Building/Unit. A minimum limits policy of \$1 million dollars is required, and the Certificate of Insurance must list Aegis Drive Condominiums Association as "additional insureds."

D. All demolition and construction materials, including paint, sheetrock and other hazardous materials, must be removed from the premises. Trash receptacles are not to be used by construction personnel. In addition, contractors should be careful not to allow dust from a Unit to disperse into common areas, potentially setting off smoke detectors. During construction, domestic smoke detectors and sprinklers should be protected.

E. All common areas must be kept clean during the workday, and at the end of each workday. Common areas must be kept clear of construction tools and materials, and they must be vacuumed as necessary by the responsible construction crew.

F. Any and all damage to the Building or Common Grounds caused by contractors and/or workers will be repaired by the Condominium Association at the cost of the Unit Owner who hired the company, who shall be deemed responsible for said damages.

G. The Rules apply not only to contractors and workers, but also to Unit Owners, their family and friends who undertake to do construction work within the Building.

7. Waste Disposal

A. All refuse, waste, bottles, cans, and garbage will be securely contained before being placed in the dumpster which is provided. Cartons will be flattened or recycled.

B. The Association will have the dumpster emptied regularly, but should the dumpster be full, trash or refuse will not be placed outside the dumpster.

C. All non-household rubbish as well as large items such as furniture, tires, carpeting or appliances will be the owner's responsibility to take to the City landfill, or donate to Goodwill or Salvation Army, etc. Any trash spread on the Common Grounds shall be promptly picked up by the Unit Owner.

8. Common and Limited Elements

A. The entrances and similar areas of the Common Areas will not be obstructed.

B. The Personal property of the Unit Owners must be stored neatly either in the Unit or to the back of their respective Units. Front porches may have planters and lawn furniture. Bicycles, children's scooters and toys will be stored neatly in the rear of the Unit.

C. Unit Owners are not permitted on the roofs for any purpose, except as otherwise permitted by the Board of Directors.

D. No littering is allowed on or around any of the Common areas. Cigarette butts, wrappers and packages must not be discarded on any Common Grounds.

E. A five (5) mile per hour speed limit, plus stop sign, will be obeyed while in the Development.

F. Unit Owners will be liable for all damages to the buildings or grounds caused by receiving of deliveries, or moving or removing of furniture or other articles to and from the area.

G. Fire pits or any other flammable decorative lighting or heating devices are not allowed outside any Unit.

H. Children will be the direct responsibility of their parents or legal guardians, who must supervise them while they are in the Development. Full compliance with these Rules and Regulations and all

other rules and regulations of the Association will be required of such children and guests.

9. Structural and Common Element Changes

Nothing shall be done in any Unit or on the Common Grounds which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the Common Grounds, except upon the prior written consent of the Board of Directors or as otherwise provided in the Declaration.

10. Alterations/Improvements/Additions

A. No Unit Owner will have any reflective substance placed on any glass surface.

B. No exterior antennas will be permitted on building or common grounds. Satellite dishes must be approved by the Board **prior to installation.**

C. Except for a single small standard non-illuminated name sign and/or number on the door to his/her Unit, no Unit Owner will erect any sign on or in his/her Unit or on any limited Common Grounds which is visible from outside his/her Unit or from the Common Grounds, without in each instance having obtained the prior written permission of the Board of Directors.

D. No Owner or Occupant will, without the prior written consent of the Board of Directors, make or permit to be made any structural alteration, any improvement or any addition to the outside of his/her Unit or to the Common Areas. No one will, without the prior written unanimous consent of the Board of Directors, do any act that would impair or alter the structural soundness or integrity of the buildings or the safety of the property. Please note that all alterations that affect the exterior integrity of the unit **must** be approved by the Board. Failure to acquire approvals will ultimately result in title encumbrances that will delay the sale of the Unit.

1. Including:

- a. Standard exterior colors will not be altered.
- b. No clothes lines are allowed.
- c. No dog runs.

2. Special Provision:

- a. Flowers and shrubs may be planted around the units once the design/plan has been reviewed and approved by the Board.

NOTE: Individualized flower and shrub beds are to be the maintenance responsibility of the Owner. Failure to maintain will result in a return to the original plan at the Owner's expense.

3. Alternative Heating Systems:

- a. The following Alternative Heating Systems are allowed **only with prior written** from the Board of Directors: 4 / 7
 - (i) Wood burning pellet stove, gas fireplaces, propane or wood burning stove.
 - (ii) Monitor heater #22 (kerosene) with self-contained 1.8-gallon tank with portable refill storage tanks or standard outside tank
 - (iii) Request for Board approval should include:
 - a) Type of heat system, make and model number, including type of fuel and storage location
 - b) Name and address of installer
 - c) Diagram of system location and proposed exhaust exit
- b. To maintain a uniform and pleasing appearance of the exterior of the buildings, no awnings, canopies, glass enclosures, vents, or projections will be attached to the outside walls, doors, windows, roof, or other portions of the buildings.

(i) **Exceptions:**

- a) Dead bolts, knockers, and peep holes may be installed at the Owner's expense
- b) Permission to install sill cocks (faucets) in back of units, at owner's expense.
- c) Window air conditioners may be installed at Owner's expense
- d) Decorative items such as flags and flower bed ornaments are allowed.

11. Nuisances/Noise

A. No noxious or offensive activity shall be carried on in any Unit or on the Common Grounds, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

B. No Unit Owner, nor his or her family, guests, invitees, tenants, dogs or other pets will make or permit any disturbing noises in the buildings or upon the Common Areas, nor permit any conduct by such persons or pets that will interfere with the rights, comforts, or convenience of other Unit Owners.

C. No Owner will play, or permit to be played, any musical instrument, nor operate, or permit to be operated, a phonograph, television, radio, sound amplifier, or other sound equipment, in his/her Unit or on any Common Ground in such a manner as to disturb other Unit Owners. Minimum volumes of all sound and sound-producing equipment will be enforced between the hours of 9:00pm and 8:00am.

D. Carpentry work, carpet laying, picture hanging, or any trade (or do-it-yourself) work involving any noise must be done between the hours of 8:00am and 9:00pm.

E. Renters and relocating Owners are asked to limit moving activities to the hours between 8:00am and 9:00pm.

12. Unit

A. No electronic installation will be permitted in any building which interferes with television or radio reception in another building.

B. No noxious or unusual odors will be generated in such quantities that they permeate to other buildings or other Common Areas. Normal cooking odors normally and reasonably generated will not be considered in violation of this regulation.

C. Flammable, combustible, or explosive fluids, chemicals, or substances will be kept in approved containers. No containers larger than ten (10) gallons will be permitted on the premises with the exception of outside K-1 and propane tanks used for heating.

D. No Unit will be used, occupied, or kept in a manner which in any way increases the fire insurance premiums for the premises without prior written permission of the Board of Directors, which permission may be conditioned upon the Unit Owner of such Unit being required to bear the cost of such increase.

E. No Unit or any part of the Common Grounds will be used, occupied, or kept in a manner which violates any law, statute, ordinance, or regulations of any governmental body or which leads to the cancellation of any hazard insurance policy or policies on the premises.

F. The Unit Owner will be responsible for maintaining such Unit in good order and repair, at the

expense of such Owner, including (but not limited to) cleaning and replacing glass panes and screens on any window serving such Unit.

G. Replacement doors and windows are the responsibility of the Unit Owner

H. Units with fireplaces must have chimneys cleaned once a year to prevent chimney fires. The Board of Directors must be provided proof that this has been done. Failure to notify the Board of Directors will result in financial penalties.

I. Any outside cooking grills, when in use, shall be as far away as possible from siding to prevent fire.

J. Birdfeeders will be kept behind units. Any feeders on or by decks shall be kept clean and surrounding areas shall be kept free of birdseed.

K. All Owners will be required to maintain minimum heat of 55 degrees f. in unoccupied units during colder months to avoid frozen water pipes.

13. Pet Rules

A. No animals of any kind shall be raised, bred or kept in any Unit or on the Common Grounds, except orderly dogs, cats or other household pets as permitted by the Declaration and these Rules and Regulations.

B. No pets and animals shall be permitted outside of a Unit except on a leash attended by a responsible person.

C. Pet owners shall immediately clean up the droppings left by their pets.

D. Upon notice and opportunity to be heard, the Association may expel dogs, cats or other pets in violation of these Regulations or the Declaration from the Property and may fine and assess penalties against offending owners.

E. In any event all pets and animals shall be restrained so as not to become a nuisance, noisome or offensive to, or endanger other persons on the Property. Such actions may include, but are not limited to, barking, scratching, crying in the Common Grounds or within a Unit which can be heard outside of the Unit's boundaries or attacking people. The Board of Directors shall have the right to determine whether these restrictions have been violated.

F. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

G. Any type or breed of pet which is not covered by the Association's liability insurance or by Owner's liability insurance or which results in an additional Association insurance premium or which is deemed dangerous by the Board of Directors in its discretion shall be prohibited.

14. Vehicles

A. Vehicles will/may be towed immediately at the owner's expense for violation of the following:

1. No power or sail boats, trailers, mobile homes, or commercial vehicles will be permitted. Canoes and kayaks will be stored in the rear of the buildings in such a manner as to not damage the building or impede landscaping.

2. Anyone who leaves for an extended period of time will need to make arrangements for their vehicle to be moved if it becomes necessary.
3. No vehicle will be parked on the grass or sidewalks. Nor will any vehicle be allowed to park on or obstruct in any way the fire lane. The trash receptacles will not be blocked. These are grounds for immediate towing.
4. Washing vehicles and minor repairs are allowed, as long as it does not disturb your neighbors. All waste (oil, antifreeze, etc.) must be cleaned up and properly disposed of. **Vehicles cannot be parked on the grass for washing or repairs.**
5. When having guests, you are asked to have them park in your numbered spot. They are not allowed to park in another Unit Owners numbered spot without permission. Parking is limited. Unauthorized long term or routine non-resident daylong parking is not permitted.
6. No vehicle having the appearance of being abandoned or that which is inoperable or unregistered will be allowed.
7. Tarps, canvas or plastic covers will be folded and removed from the area when not securely fastened to the object it covers.
8. **Only two vehicles per unit allowed.**

B. Motorcyclists are responsible to protect the surface below their motorcycle from damage caused by their kick stand or center stand. Cyclists are further responsible to remove whatever device is used to protect the surface when it is not in use under the motorcycle. Motorcycles are not allowed to park on the grass or on porches, but must park only in the Unit's parking spot.

15. **Parking and Storage**

A. Unless otherwise authorized by the Association, the no parking areas may not be used for any purpose other than for passenger automobiles and trucks with a gross vehicle weight of less than 8,000 pounds, and such vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used on the Property, except within the parking areas and on the street as shown on the Condominium Plat.

B. No inoperable or unregistered vehicles, nor any boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment or similar items may be kept or parked on the Property. All vehicles must have current license plates and be in operating condition. No motor vehicle repair may be carried on in the Common Grounds. No vehicles shall be parked on the Condominium grounds with conspicuous "For Sale" signs attached.

C. No snowmobiles, all-terrain vehicles or similar items may be operated on the Property.

D. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

E. Parking shall not be permitted in areas posted against parking or which block entrances or driveways. The Association may restrict overnight parking on the Condominium street in accordance with posted signs.

F. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium grounds, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a