

# **RULES AND REGULATIONS**

*CONDO SUITES OTSEGO - CLASSICS ASSOCIATION*

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#### **INTRODUCTION**

The goal of these Rules and Regulations is to provide reasonable, practical guidelines for the operation of *Condo Suites Otsego - Classics Association* (the "Association"). All capitalized terms herein shall have the same meaning as they have in the CIC Declaration for Condo Suites Otsego Classics (the "Declaration"). All Owners and occupants are obligated to comply with these Rules and Regulations and the other Governing Documents of the Association. The Board of Directors of the Association have adopted these Rules and Regulations based upon authority contained in the Declaration. References to the Association mean the Board acting for and on behalf of the Association.

#### **GENERAL USE REGULATIONS**

1. Owners and Occupants are obligated to comply with all applicable laws, ordinances, and regulations of any governmental authority. If charged with a violation by a governmental authority, the Owner or Occupant shall indemnify, defend and hold the Association, and other Owners and Occupants, harmless from all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.
2. Damage to any portion of the Common Elements by an Owner or Occupant, or their employees, agents, guests or other invitees, may be repaired by the Association, and the cost of the repair assessed against the Owner's Unit.
3. The Association will arrange for trash removal from the Property. All refuse should be deposited in designated trash receptacles. Owners must abide by any restrictions imposed by the trash removal provider with respect to items that may and may not be deposited in the trash receptacles.
4. Flammable substances may not be kept on the Property except in safe containers. No inherently dangerous items such as explosives, or controlled substances defined under state or federal law, may be kept on the Property. Activities which cause excessive noise, noxious odors or dangerous fumes are prohibited.
5. Each Unit must be equipped with a 3A-40BC fire extinguisher or a larger fire extinguisher approved by the fire marshal. All fire extinguishers must be "listed" and "labeled" by an independent testing laboratory and meet any other requirements imposed by the fire marshal. Each Owner shall be responsible for proper maintenance and care of the Owner's extinguisher, including but not limited to, annual servicing by a licensed fire extinguisher company. The Association reserves the right to inspect Units for compliance with this Rule, and upon request by the manager and/or the Board; the Owner shall provide proof of compliance.
6. Firearms, air guns or other devices designed to fire a potentially lethal projectile may not be discharged or carried on the Property, except that they may be carried to and from a vehicle for purposes of transporting the device.

7. Managers and others who provide services to the Association are required to take direction only from the Board of Association or its officers. Comments regarding services or actions of persons performing work for the Association should be directed to the Board or to the manager.
8. Access to the Property will be restricted by a locked security gate operable via access card. Each Unit will be allotted one access card. In the event that an Owner or Occupant requires a replacement access card, the Association may impose a fee for such card, in an amount determined by the Board.

## **ARCHITECTUAL CONTROLS**

1. The exterior of the buildings constitutes Common Elements and may not be altered or modified by any Owner, with the limited exception of an Owner's right to alter or modify the Limited Common Elements allocated to such Owner's Unit, subject to the following provision.
2. No Owner may make any alteration or modification to the Limited Common Elements, nor to any portion of their Unit that can be observed from the exterior of the Unit, or that affects, in any manner, another Unit or the Common Elements, except in accordance with Section 8 of the Declaration. Owners and Occupants are responsible for obtaining approval from the Board prior to making any such alteration or modification. If any such alteration or modification is made without approval by the Board, the Association has the right to remove unapproved items and to assess the Owner for the cost of the removal.
3. Notwithstanding the foregoing, an Owner of a Unit with an attached patio may furnish and decorate such patio without approval by the Board, provided such area is maintained in an orderly fashion, does not affect the Common Elements, and does not constitute a nuisance to the other Owners.
4. Interior alterations to a Unit that are not visible from the exterior of the Unit may be made without approval by the Board, provided that such alterations do not impair the structural or weather-tight integrity of the Common Elements or any other Unit, interfere with utilities or building operating systems, or violate applicable laws, codes, or regulations.
5. Prior to making any alterations to a Unit or the Limited Common Elements, in addition to the other requirements set forth herein and in the Declaration, an Owner shall obtain a professional opinion from a licensed architect or engineer, confirming that the alterations do not impair the structural or weather-tight integrity of the Common Elements or any other Unit, interfere with utilities or building operating systems or violate applicable governmental laws, codes, or regulations. Upon request by the Board or an architectural committee appointed by it, the Owner shall provide a copy of such professional opinion to the Association.
6. To the extent that any alterations to a Unit or the Limited Common Elements involve electrical work, such work shall be performed by a reputable, licensed electrician.
7. Prior to commencing any work on a Unit or the Limited Common Elements that requires a building permit under any applicable law or government regulation, Owner shall obtain all required permits, at Owner's sole expense, and provide a copy to the Board.

8. Exterior signs or displays of any kind, or signs within Units which are designed for viewing from outside the Unit, may not be erected or maintained anywhere on the Property without prior written approval by the Board, unless otherwise specifically permitted by law.
9. The installation and use of antennas, satellite dishes, and other comparable communication devices shall be governed by applicable federal, state, and local laws and regulations.

## **CLUBHOUSE**

1. A clubhouse (the "Clubhouse") will be located on the south end of building 11. This constitutes Common Elements, for the shared use and enjoyment of all of the Owners. Pursuant to the Declaration, the Board will arrange for maintenance of the Clubhouse, and the costs thereof will be considered a Common Expense, allocated equally among the Units, and included in the Annual Assessment. The Board intends to establish a procedure to permit Owners to reserve the Clubhouse for blocks of time, for semi-private use. The Board reserves the right to charge a fee for such use, that is in addition to the overall maintenance costs described above. The Board reserves the right to adopt separate Rules and Regulations to govern the use and enjoyment of the Clubhouse.

## **VEHICLE AND PARKING REGULATIONS**

2. For safety reasons, the battery of a vehicle that is stored, or unmoved, on the Property for longer than sixty (60) consecutive days must be disconnected. Any questions concerning the disconnection of batteries should be directed to management.
3. Vehicles shall not be parked in any manner which would obstruct or interfere with access to a Unit.
4. Inoperative or unlicensed vehicles may not be left on any portion of the Common Elements.
5. Parking on the Common Elements may be restricted by the Board during periods of snow removal or maintenance.
6. The Association reserves the right to tow or otherwise remove any vehicle, trailer, or other equipment parked in unauthorized area or manner, with such costs to be assessed against the Owner's Unit.
7. A limited number of parking spaces will be available in front of the Clubhouse. Such spaces are provided for the convenience of the Owner and guests when using the Clubhouse. Owners and their guests may park in such spaces on a first come, first served basis. Provided, no vehicle may be parked in such parking area for longer than twenty-four (24) consecutive hours.

## **PETS**

1. Common, domesticated dogs and cats ("pets") may temporarily visit a Unit with an Owner or Occupant, subject to these Rules and Regulations. No other animals may be kept or used anywhere on the Property. No animals may be bred on the Property.
2. A maximum of two dogs or two cats, or one of each, may visit any Unit at the same time.

3. A pet must be kept exclusively within the Owner's Unit, except when under the direct control of the Owner or other handler. No pet may be left unattended outdoors.
4. Owners are responsible to pay for any damage to the Property caused by their pet, and are obligated to hold harmless and indemnify the Association, and its officers and directors, against any loss, claims, or liability arising out of any act of the pet.
5. Owners are responsible for prompt removal of all solid waste from a pet relieving itself on the Property.
6. Pet(s) may be walked on the Property only in accordance with local leash laws.
7. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste, or threatening or nuisance activity, may be cause for imposition of a fine to the Owner of the Unit that the pet is visiting and/or the removal of the offending pet from the Property. Decisions concerning the removal of a pet shall be made by the Board.
8. Notwithstanding the foregoing, no rules shall be imposed which restrict the use of a qualified "service animal" by a disabled person in violation of any applicable state or federal statutes, regulations, or rules. However, service animals are subject to the same behavioral standards as similar types of pets.

## **ADMINISTRATION**

1. Waivers from the provisions of these Rules and Regulations for specific situations may be granted by the Board for good cause shown, if (i) in the judgement of the Board, the waiver will not violate the Governing Documents nor interfere with the rights of the other Owners or Occupants, and (ii) the waiver is granted to other Owners and Occupants under the same circumstances. Generally, waivers will not be granted unless an emergency or highly extenuating circumstances exist.
2. The Board has the authority to amend these Rules and Regulations, and make such other Rules and Regulations, from time to time, as it deems necessary for the use, safety, care and cleanliness of the Property and for securing the common comfort and convenience of all Owners and Occupants.

## **VIOLATIONS/HEARINGS**

When there is a violation of the Rules and Regulations or the other Governing Documents, the Board is authorized to pursue various remedies, as set forth in Section 11 of the Declaration. Without limitation, these remedies include legal action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, and the correction of any exterior condition in a Unit which violates the Rules and Regulations or other Governing Documents. Prior to the Board imposing a fine for any violation, the Board shall, upon written request of the offender, grant to the offender an opportunity for a hearing. Please refer to Section 11 of the Declaration for a complete description of the rights of an Owner with respect to hearings.