Terrace 21 House Rules

Revised August 4, 2009, at 2009 Annual Meeting

Purpose: To insure the peace, tranquility and well-being of the residents of Terrace 21, these rules and regulations are hereby adopted and shall be enforced. These rules will serve as guides for the consideration of other residents and to the application of common sense for the creation of a friendly, pleasant and congenial atmosphere at Terrace 21.

Violation Policy

The following violation policy has been adopted by the Board of Directors of the Terrace 21 Condominium Association to enforce Unit Owner's compliance with the House Rules, Bylaws and Declarations of Terrace 21 Condominium Association.

- 1. For the first violation, the Unit Owner will be sent a warning letter stating the violation and asking them to correct the violation within fourteen (14) days.
- 2. If the violation is not corrected within the specified time period, a second letter will be sent stating that they are still in violation and if the violation is not corrected within fourteen (14) more days they will automatically receive a fine against their unit.
- 3. Fines will be automatic. The fine for a first offense will be \$100.00. The fine for a second like offense will be \$200.00.
- 4. If the violation is not corrected within twenty-nine (29) days from the first warning letter, a fine of \$25.00 per day will be assessed to the Unit Owner until the violation is corrected or the Board of Directors takes action.
- 5. If the Unit Owner does not comply with requests to correct a violation, the Board of Directors reserves the right to correct the problem and bill the Unit Owner for all costs incurred.
- 6. All monies received on a Unit Owner's account will be applied to the most recent balance. Failure to stay current with account will result in a lien on the affected unit.
- 7. Delinquency policy:

15 days past due – second notice: \$20.00 late charge

45 days past due – account to be given to an attorney for lien and/or judgement for collection: All attorney and filing fees

1. If there are extenuating curcumstances where an owner is unable to pay his fees please contact property management in advance to make arrangements. The management company will make recommendations to the Board of Directors.

N.B. The term Unit Owner in these House Rules is construed as being one or multiple owner, whichever the case may be.

General House Rules

The Board of Directors is charged with the responsibility for enforcing all rules and regulations.

These Rules for Terrace 21 supplement but do not change the obligations of owners and renters contained in the Declaration and Bylaws. These Rules supersede all prior editions of Terrace 21 Rules.

- It is the responsibility of each occupant, owner or renter to read the House Rules and to sign the statement on the last page of this document to verify that he/she has received a copy and will abide by these Rules. Owners who sell their Unit must provide a copy of the Declaration, Bylaws, and these House Rules, to the purchaser. A signed last page of this document must be given to the Board of Directors before occupancy. The Condominium Association may impose fines and penalties upon the responsible Unit owner for abuse and violation of the Bylaws or House Rules as authorized by the Declaration.
- 2. No occupant shall make or permit any disturbing noise in the building by self, family, friends, invitees or servants, nor permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other occupants. The volume of radios, TV and stereo systems, telephone bells and musical instruments shall be turned down so as to avoid disturbance of other occupants. Repairs and/or construction work which would require the making of prolonged or unusual amounts of noise will not begin before 8:00 am or continue past 7:00 pm on weekdays, or before 10:00 am or past 5:00 pm on Saturdays, Sundays or Holidays.
- 3. No signs, posters, displays or other advertising devices of any character shall be erected nor maintained on, or shown or displayed from a Unit or from a building unless there is Board of Director's approval except that "animal pooper" signs and "no parking" signs (on garage doors) will be permitted. One "Unit for sale" sign may be maintained in the front of the building.
- 4. Walking on roof and sunning on roof is <u>prohibited</u>. No furniture, household or gardening equipment will be permitted on the roof.
- 5. No basketball standards or fixed sports apparatus shall be attached to any portion of the building without the prior written approval of the Board of Directors.
- 6. Pets less than 30 lbs in weight are permitted as long as they are confined to the Unit, or under the direct control of the Owner (as with a leash). The number of cats, dogs, or birds are limited to two per Unit.
- 7. No business or commercial activity shall be maintained or conducted from or about any Unit or portion of the project. However, professional and administrative occupations which are in compliance with the local, state and federal laws may be carried on within a Unit so long as there exists no external evidence thereof. The Association for purposes of managing the project may maintain management offices and facilities within a Unit.

- 8. No temporary structures, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the premises. Nor shall they be stored on premises.
- 9. Trash, garbage or other waste shall be disposed of by depositing same, wrapped in a secure package, into designated trash receptacles. No owner shall permit or cause any trash or refuse to be disposed of on any other portion of the premises. No storage of building materials on the premises. All common areas such as driveways, parking areas shall be used only for the purposes for which they were designed, not storage. Exception: seasonal tires and bicycles may be kept in inside garage spaces.
- 10. No portion of the premises shall be used to store flammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed hazardous to life, limb or property. Barbeques will be permitted on balconies but must be attended when in use and not constitute a nuisance to other units. A fire extinguisher must be readily available during use.
- 11. Unit Owners who rent or lease their units shall be responsible for the actions of their occupants. The non-owner occupants shall be made aware of these House Rules by the Unit Owners and the tenants will comply with the General House Rule #1 by signing the last page of this document and delivering it to the Board of Directors prior to occupancy. Failure to comply with the House Rules is considered to be a default of the lease agreement.
- 12. The Unit Owner is responsible to notify the Board of Directors through property management within ten (10) days of rental occupancy or signing a rental agreement/lease (whichever is first) with the tenant(s)/lessee(s)' mailing address, home and work telephone numbers. All such information is for emergency situations or problem resolution. Failure to provide such information may be cause for an assessment of a fine against the Unit Owner by the Board of Directors.
- 13. No Unit Owner shall rent or lease a unit for a period of less than ninety (90) days. No Unit Owner may lease or rent less than the entire condominium unit. All lease agreements will have copies presented to the Board of Directors and will be accompanied by a check for \$150 for all leases less than six (6) months and \$100.00 for leases over six (6) months. This assessment is nonrefundable and will cover cleaning and damages to the common area.
- 14. No Unit Owner or occupant may do any work which will alter in any way the exterior design of the condominium building or jeopardize the soundness or safety of the property, reduce its value or impair any easement or hereditament without written consent of 100% of all the unit owners of the building. The puncture of a wall or floor which forms all or part of a wall separating units is expressly prohibited.
- 15. No structures, additions, fences or any other items shall be placed upon the spaces designated as common areas, including limited common areas without the prior written consent of the Board of Directors and consent shall be revocable at any time, with or without cause.

- 16. Only two (2) garage sales will be permitted per year, and the Board of Directors will determine the dates of these sales. No individual garage sales will be allowed.
- 17. Occupants shall not interfere in any manner with any heating, lighting or other apparatus in or about the premises, without the authorization of the Board.
- 18. Soliciting of any type is not permitted on the premises.
- 19. Waterbeds are not permitted to be used within the units because of the potential damage that could result from a water leak unless proof of liability insurance coverage is made available to the Board of Directors prior to the waterbed being installed.
- 20. No television antennae or satellite dishes are permitted on the building.
- 21. Vehicles must be removed from the parking areas for snow removal. No car that is incapacitated shall remain in an outside parking space nor anywhere on the premises. Only compact cars will be parked in compact car zones. No cars will be parked in the garbage area.
- 22. Owners and occupants shall use extreme care in admitting strangers into the building. Unit Owners shall notify property management before allowing contractors or service people into the building for work or repairs in their units if unaccompanied by the Unit Owner.
- 23. Fire regulations prohibit any doors being left ajar or blocked open.
- 24. The Board of Directors may request the removal of any items within the units, parking garages, common areas or storage areas that they deem to be a fire hazard or a nuisance to any other occupant.
- 25. No moving vans nor any other vehicle shall block any parking areas or garages.
- 26. Nothing shall be allowed, done, or kept in any units or common areas of the building which would impair the structural integrity of the floors, walls or roof thereof, or constitute a reason for the insurance rates to be increased or the policy cancelled.
- 27. In order for the building to present a uniform exterior appearance, all drapes, curtains, shades or other material placed against any window or glass door at the exterior perimeter of a unit and visible from the exterior street side (North) shall be white or off-white in color or shall be lined with a material of such color.
- 28. All residents, guests and invitees are to exercise extreme care in the operation of any type of vehicle on the property.
- 29. To ensure the safety of the building (as to fire, vandalism, water damage and other hazards) any unit occupant who intends to be absent from his unit for a period longer than ten (10) days will notify property management prior to leaving the premises.

Other rules may be adopted by Terrace 21 Condominium Association.

Failure to comply with these rules may result in legal action as authorized by the Declaration and Bylaws.

Any Unit Owner wishing to make a short term exception to any of the above House Rules may apply in person or in writing to the Board of Directors.

ACKNOWLEDGEMENT OF RECEIPT AND READING OF HOUSE RULES

Upon receipt of a copy of the attached House Rules, please sigh the statement below and return this page to the Board of Directors. If you are a renter, please sigh the statement and return this page to your landlord (Unit Owner) to be turned over to the Board of Directors.

"I/We have read and understand the Terrace 21 Condominium Association House Rules (as revised at the 2009 annual meeting held August 4th, 2009) and further understand that any violation of the same may result in my/our eviction and/or in legal actions."

Unit #	Signature
Date	Mailing Address
	Home phone / Work phone
Unit #	Signature
Date	Mailing Address
	Home phone / Work phone
Unit #	Signature
Date	Mailing Address
	Home phone / Work phone
Unit #	Signature
Date	Mailing Address
	Home phone / Work phone