CYPRESS COURT CONDOMINIUM ASSOCIATION

ASSOCIATION RULES – ADOPTED SEPTEMBER 6, 2011

The following rules have been edited and re-established by the Board of Directors for the benefit of all owners of the condominium units at Cypress Court Condominium (hereinafter, the "Condominium"). They are intended to contribute to preserving a clean and attractive environment, and assuring the peaceful enjoyment of our community. They are also intended to protect and enhance the value of the property. These rules are not, in any way, designed to unduly interfere, restrict or burden the use of such property. All owners, residents and their guests are expected to abide by the following rules, which are meant to supplement the provisions of the Declaration.

- 1. <u>NOISE:</u> Owners and their guests will be expected to reduce noise levels after 11:00 PM (until 8:00 AM), so that neighbors are not disturbed. At no time are musical instruments, pets, radios, tape decks, phonographs, televisions or computers or the like to be so loud as to become a nuisance.
- 2. <u>SMOKING</u>: There is to be NO SMOKING in the interior common areas of the building or outside within thirty (30) feet of the building entrances.
- 3. <u>NUISANCE AND OFFENSIVE ACTIVITIES:</u> No offensive activities shall be carried on in the Condominium, nor shall anything be done or placed within the Condominium, which may be a nuisance, create unpleasant odors or cause unreasonable embarrassment, disturbance or annoyance to other unit owners. Disorderly conduct of any kind is not allowed. No use or practice may be allowed which unreasonably interferes with the peaceful possession or proper use of the Condominium by others.
- 4. <u>LITTERING AND TRASH DISPOSAL:</u> There shall be no littering. All refuse and trash shall be deposited only in designated bins. Trash must be bagged and secured tightly before placing it in the trash bins. Under no circumstances are any trash items, including cigarette butts, to be dropped or left on the ground or other Common Area. No garbage or trash shall be permitted to remain in the hallways or anywhere in public view. Bulk waste such as mattresses, construction waste, furniture, televisions, air conditioning units, tires and other similar items that cannot be disposed of in the trash bins are not to be left outside the dumpsters or anywhere on the Condominium grounds, but instead are to be disposed of off-site by the owner.
- 5. <u>ADDITIONS TO EXTERIOR OF BUILDING:</u> Changes affecting the appearance of the exterior of any building, such as decorations, awnings, screens, sunshades, air conditioning units, equipment, fans or similar changes, shall be made only with the consent of the Board of Directors. White or light colored blinds, shades or curtains, as visible from the exterior of the building, are prohibited.

- 6. <u>VEHICLES:</u> No owner shall be allowed to maintain more than two automobiles within the Condominium at one time. No mini-bikes, snowmobiles, mobile homes, trailers, campers, boats, jet skis, or other terrain vehicles will be parked or allowed to remain within the condominium. Motorcycles are to be stored off-site by December 1, through April 1, during which time, said motorcycles are subject to towing at the risk and expense of the vehicle owner.
- 7. PARKING: Parking stickers are required and can be obtained from the Managing Agent. Patrol towing is enforced at all times. Any unauthorized vehicles parked in unauthorized areas within the Condominium will be towed at the expense and risk of the vehicle owner. Vehicles are not to obstruct the dumpsters. Parking spaces will be unassigned for Owner's vehicles, which must be currently registered, inspected, privately owned, non-commercial, operable vehicles. Repair of vehicles is not allowed within Condominium grounds, with the exception of battery changes. Vehicles leaking fluids leading to damage of the pavement is not allowed. Repair of such damage may be charged to the unit responsible.
- 8. <u>GUESTS:</u> Owners will be responsible for the actions of their tenants, their guests, their tenant's guests, as well as members of their families. If occupancy by guests creates a nuisance to other Owners, the Board of Directors shall have the right to request that the guests leave. Responsibility for such supervision shall rest with the Owner who is the host of such guests.
- 9. <u>CONSENT REVOCABLE:</u> Any consent or approval of the Board given under these rules shall be revocable at any time.
- 10. <u>DELEGATION OF POWERS:</u> The Board, in its discretion, may delegate its powers and duties with respect to granting of consents, approvals and permissions under these Rules, to the Managing Agent.
- 11. <u>COMPLAINTS:</u> Complaints of violations of these Rules shall be made to the Managing Agent in writing. If the owner does not receive satisfaction from such Managing Agent or there is no Managing Agent at the time, he or she should put the complaint in writing and forward it to the Board. If the Board feels that the complaint is justified, it will take whatever action it deems necessary. Violators may be subject to fines, per the Fine Schedule.
- 12. <u>AMENDMENT:</u> These rules can be revised in any way, at any time, by the Board of Directors as conditions warrant, provided that a copy of the rules is provided to each Owner advising of the revision(s) and further provided that no such Rule or revision is contrary to or inconsistent with the Condominium Act, Declaration or Bylaws of the Condominium.

- 13. <u>HALLWAYS:</u> Sporting equipment, bicycles, shoes, shoe mats, lawn furniture, and any other personal articles and equipment are not to be left in the hallways.
- 14. <u>OUTSIDE ACTIVITIES:</u> There shall be no organized sports activities, picnicking or fires, except in areas that are approved by the Board of Directors. Under no circumstances may a fire of any kind be lit or maintained and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the Fire Department or fire law, ordinance, rule or regulation pertaining to same, which now exists or it hereafter promulgated by any public authority or by the Board of Fire Underwriters. The parking areas, walkways, and entries shall not be obstructed or encumbered for any purpose.
- 15. <u>CLOTHESLINES:</u> No clothing, laundry, rugs or similar articles or materials shall be hung or otherwise left or placed in or on Common Area. No such articles shall be hung from any window or exterior portion of a Unit so as to be exposed to public view.
- 16. <u>IMPROPER USE OF COMMON AREA:</u> There shall be no use of the Common Area, which injures or scars the Common Area or plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the Owners in the enjoyment of the property.
- 17. HOUSE PETS: Unit owners may maintain cats, dogs and other common household pets with the prior written consent of the Board. If pets create noise, or in any way create a disturbance or unpleasantness, the Board will be forced to revoke its consent, in which case the pet must be immediately removed. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board for any damages to the Condominium resulting from the maintenance of said pet. Unit owner liability insurance is required for dogs and is to be provided to the Managing Agent with any pet approval form to be submitted to the Board of Directors. Each owner shall indemnify and hold the Board harmless against loss or liability resulting from pets. Dogs and cats are to be kept on a leash not to exceed six (6) feet in length whenever they are in the common areas. They will not be tied or left unattended in common areas, including walkways or stairways and are not allowed to run free. Dogs and cats will not be walked and allowed to relieve themselves on lawns, sidewalks, parking areas, roadways or any other area not specifically designated for dog or cat walking. Dogs and cats are specifically prohibited from being walked in the courtyard or mulched areas.
- 18. <u>CANVASSING, PEDDLING OR SOLICITING:</u> No person, including any Owner, shall enter or go through the Condominium for the purpose of canvassing the residents or for the purpose of vending, peddling or soliciting

- orders for any merchandise, book, periodical or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions. However, such canvassing, vending, peddling, soliciting or distributing may be made with the written consent of the Board of Directors.
- 19. <u>ADVERTISING:</u> No sign, signal, illumination, advertisement, poster, notice or any other lettering shall be exhibited, inscribed, painted, attached, affixed, installed or exposed on or at any window, exterior door or on any part of the exterior of any Unit, or in or on the interior of any Unit if the same shall be visible from the exterior of such unit.
- 20. <u>CONTROL OVER EMPLOYEES:</u> No Owner shall engage any employee of the Condominium on any private business, no shall he direct, supervise or, in any manner, attempt to assert control over any such employee, unless authorized in writing by the Board of Directors.
- 21. <u>ILLEGAL ACTS:</u> No person shall do any act that conflicts with any applicable laws, ordinances, zoning and other governmental regulations, and all applicable Rules adopted by the Board of Directors nor commit any illegal or unlawful act in, upon or about the Condominium.
- 22. <u>MINIMUM UNIT TEMPERATURE</u>: The minimum temperature setting for individual unit thermostats and heaters shall be 50 degrees during the heating months.
- 23. <u>CONTRACTORS AND MOVERS:</u> Managing Agent must be notified in advance of moving any materials or furniture in or out of the Condominium. All work is to be done between the hours of 7:00 am and 7:00 pm.
- 24. <u>SNOW REMOVAL:</u> All owners, residents and guests will be familiar with and comply with the snow removal procedures and will cooperate with the Board of Directors, Managing Agent and contractors. Any vehicle that impedes snow removal is subject to immediate towing at the expense and risk of the vehicle owner and without prior or additional warning or notice. The authority to tow any such vehicle is specifically delegated to the Managing Agent, the contractor and the employees or other agents of the contractor.
- 25. <u>WIND CHIMES:</u> Wind chimes are prohibited in common or limited common areas.
- 26. <u>YARD SALES:</u> Yard sales, tag sales, garage sales and other similar activities are prohibited except as authorized in writing by the Board of Directors.
- 27. <u>EXTERIOR DECORATIONS:</u> Exterior decorations are limited to seasonal door and window decorations only. No lights are allowed on the exterior of

- doors or windows. All damages resulting from the display of exterior decorations will be the responsibility of the owner.
- 28. <u>RESALES:</u> It is the obligation of the current unit owner to notify the Managing Agent of a pending sale of a unit. The seller is to provide the buyer with one copy each of the *Declaration of Cypress Court Condominium*, the *Bylaws of Cypress Court Condominium* and these rules prior to or upon closing. It is the obligation of the new unit owner to notify the Managing Agent of the purchase of a unit.
- 29. RENTALS: Unit owners are responsible for advising the Managing Agent of the rental of their unit and will provide the Managing Agent with the unit address and the name and contact information for the renter within thirty (30) days of the execution of the lease agreement. Unit owners will ensure that the renter is furnished with one copy each of the *Declaration of Cypress Court Condominium*, the *Bylaws of Cypress Court Condominium* and these rules and regulations prior to or upon signing of the lease agreement. The unit owner will obtain a signed statement acknowledging receipt of these documents and will provide a copy of the acknowledgement to the Managing Agent within thirty (30) days of the execution of the lease agreement. The unit owner will include as an attachment to any lease agreement the following clause, will obtain a signed statement acknowledging the inclusion of this clause and will provide a copy of the acknowledgement to the Managing Agent within thirty (30) days of the execution of the lease agreement:

"This lease is subject to all provisions in the *Declaration of Cypress Court Condominium*, the *Bylaws of Cypress Court Condominium* and the *Rules and Regulations of Cypress Court Condominium* (the "Condominium Governing Documents"). In the event of a conflict between this lease and the Condominium Governing Documents, the Condominium Governing Documents will take precedence."