

BLACK FEATHER

RULES AND REGULATIONS

OF

BLACK FEATHER CONDOMINIUM

ASSOCIATION

(Adopted August 10, 2016)

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**RULES AND REGULATIONS
OF
BLACK FEATHER CONDOMINIUM ASSOCIATION**

I. INTRODUCTION

These Association Rules and Regulations are adopted by the Board of Directors (the ~~%Board+~~) of Black Feather Condominium Association (the ~~%Association+~~) for the benefit of the Owners of Black Feather (sometimes referred to herein as the ~~%Community+~~). They are intended to contribute to the preserving a clean, attractive and peaceful environment. They are not intended to unduly restrict or burden the use of the property.

Black Feather is a condominium community. As such, residents share walls in common with other residents and a certain amount of noise and vibration from other Units is inevitable and should be expected. To ameliorate these effects, all residents are asked to be considerate of others and to refrain from engaging in activities and behavior that would interfere with the peaceful and quiet enjoyment of the Community.

The essence of these Rules is for each Owner to treat each other with respect and courtesy and exercise common sense, so Black Feather can be an outstanding place to live.

All Owners and their Guests (i.e., their family members, tenants, guests, invitees, licensees, agents, etc.) are bound to abide by these Rules, which are adopted pursuant to and in accordance with the provisions of The Condominium Declaration of Black Feather (the ~~%Declaration+~~) and the Articles of Incorporation and Bylaws of the Association (collectively, the ~~%Project Documents+~~). The Rules are supplementary of the Project Documents and should be read in conjunction with the Project Documents.

These Rules supersede all the previous rules, regulations and policy resolutions and may be revised in any way, consistent with the Project Documents, at any time by the Board of Directors as conditions warrant, provided that no revision shall be effective until a written copy thereof is sent to the Owners advising them of the change.

The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under the Rules to a manager or managing agent (~~%Property Manager+~~).

In addition to these Rules and the Project Documents, Owners and their Guests are bound by any applicable governmental law, ordinance or regulation. Owners are urged to contact appropriate legal authorities in the event of activities deemed to be illegal.

In the event that any applicable federal, state or local law or any provision of the other Project Documents shall be in conflict with the prevail over these Rules, it is the intention of the Board

that these Rules shall be considered severable and that the invalidation of any Rules or part of any Rule contained herein shall not invalidate the remaining Rules or the parts of the Rules. No provision contained in these Rules shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except what a right is dependent upon the notice to be given within a specified period), irrespective of the number of violations or breached that may occur.

Any consent or approval by the Board given under these Rules shall be revocable by the Board whenever it deems such revocation to be in the best interest of the Community.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.

References to a Unit herein shall mean to both the Residential Unit and the garage appurtenant thereto as a limited common element, if applicable, with respect to a particular Residential Unit.

II. OCCUPANCY STANDARDS

- A. An Owner shall not occupy or use his/her Residential Unit or permit the same, or any part thereof, to be occupied or used for any purpose other than as a private residence for the Owners and the Owner's family or Guests as provided in the Declaration.
- B. No Unit shall be used for any commercial, professional or other purpose except as expressly provided in the Declaration.
- C. An Owner shall not lease or rent his/her Residential Unit to any other party, except for periods not less than 30 days per lessee. The Owner shall notify the Board in writing of any such rental or tenancy, submit a copy of the lease to the Board and otherwise comply with the provisions of the Declaration (Section 6.12) regarding leases and tenancies. There is a fine of \$500.00 per month for rentals of less than 30 days and a \$15.00 fine for failure to notify the Board of any rental. Subleasing, time-sharing and transient use are prohibited.
- D. In all cases, it is the responsibility of any Owner renting his/her Unit to guarantee the appropriate behavior of his/her renters, and to make sure that his/her renters are aware of and abide by the Community's Project Documents. Any disregard by a renter of the same could result in the suspension of the privilege to use Common Areas and subject the Owner to a fine. In the event that the tenant of any Owner shall breach his/her lease by failing to comply with any of the terms of the Project Documents, the Board may require the Owner to secure the eviction of his/her tenants.
- E. Owners shall be responsible for all acts of their renters and any damage to the Association Properties by a renter may subject the Owner to a fine or assessment.

III. COMMON AREAS

The term "Common Areas" shall mean the open areas, facilities, clubhouse, swimming pool, tot-lot and all portions of the Community other than the Units and the Limited Common Areas. The term "Limited Common Areas" shall mean those areas reserved for the exclusive use of one or more Units but less than all the Units.

- A. Residents must be on the premises while Guests use the pool or other common facilities unless the Property Manager or a Board member is notified on each occasion that a Guest will be using the facility in the resident's absence.
- B. Every person who is entitled to membership in the Association, as well as the respective Guests, shall be privileged to use and enjoy the Common Areas, subject to the right of the Association to promulgate further rules and regulations governing such use and enjoyment. The membership of any Member, as well as the privileges of their respective Guests, may be suspended by the Board for any period during which any assessment against the Unit to which his/her membership is appurtenant remains unpaid. On payment of such assessments, and any interest accrued thereon, the rights and privileges of any person in violation of any of the Rules and Regulations governing the use of the Common Areas and conduct of persons thereon may be suspended at the discretion of the Board for a period not to exceed 60 days of any single noncontinuous violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated.
- C. There shall be no obstructions of the Common Areas. Nothing shall be stored in the Common Areas without the prior written consent of the Board.
- D. The sidewalks, entrances, passages, hallways, vestibules, corridors and stairways shall not be obstructed or used for any purpose other than entrance to and exit from the Units. This is required in the order to maintain unobstructed fire exits.
- E. No Common Areas shall be landscaped, decorated or furnished by any Owner (or tenant) in any manner without the prior written consent of the Board.
- F. No one shall play in the Common Areas or play any games in the parking areas that could impede the flow of traffic or which could potentially damage parked vehicles, the landscaping or the exterior of any building.
- G. Skateboarding is expressly prohibited in all Common Areas. Skateboards are to be carried (not ridden) on and off the premises.
- H. Rollerblading, roller skating and bicycling in the Common Areas is expressly prohibited except to exit the premises and to return to a Unit via the shortest practical path.

- I. Nothing shall be altered or constructed on or removed from the Common Areas without the written consent of the Board.
- J. No recreational implement, lawn furniture, toys or other similar articles shall be placed or parked on any part of the Common Areas and facilities except in accordance with these Rules.
- K. The Common Areas and facilities shall be kept free and clear of rubbish, debris and other unsightly material. No activity shall be conducted on any part of the complex that is or might be unsafe, unsightly, unhealthy or hazardous to any person.
- L. Charcoal and gas grills (and other similar devices) are restricted from all Common Areas, including the paved areas in front of garages, except that gas grills shall be allowed in the pool area for parties and similar events with the prior written consent of the Board. No open fires are permitted.
- M. Smoking of any material in the pool area and other common facilities is prohibited.
- N. The Common Areas shall be subject to such further Rules and Regulations (including those expressly set forth herein) as may be promulgated by the Board of Directors from time to time.

IV. UNIT AND COMMON RESTRICTIONS

- A. Each Owner shall keep his/her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or therefrom, or from the doors or windows thereof, any dirt or substance.
- B. All window coverings must comply with the terms of the Declaration (Section 6.13). no window tinting or window decorations shall be used in or about any Unit except such as shall have been approved in writing by the Board, which approval may be granted or refused in the sole discretion of the Board. Any article, such as sheets, towels, etc., which were never intended to be used as drapes or curtains are automatically unallowable, as are reflective glazing silver foil and other similar sun screening materials.
- C. No personal items other than exterior patio furniture in good repair, plants and charcoal or gas grills may be placed or stored on decks, balconies or patios. Items that are specifically not allowed to be placed or stored on decks, balconies or patios would include, but not be limited to, couches, bicycles, sporting goods, exercise equipment, toys beds, surf boards, baby carriages, wood burning stoves, boxes, etc. no clothes, sheets, towels, laundry of any kind or other articles shall be hung out or exposed on any deck, balcony or patio.
- D. Nothing shall be placed on or in windows or doors of Units that would or might create an unsightly appearance.
- E. No radio or television aerials, satellite receivers or any wires shall be attached to or hung from the exterior of any building except in accordance with the Declaration.
- F. Nothing may be projected from any window of a Unit and no sign, notice, advertisement or illumination shall be inscribed, exposed or placed on or at any window of a Unit or otherwise on the exterior of a Unit, or in the interior of a Unit which is visible from any other part of the Community, including in any case and without limitation those advertising a Unit being for sale, lease or rent.
- G. No ventilator or air conditioning device shall be installed in any Unit, except those provided in the original construction, without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.
- H. All radio, stereo, television and other electrical or electronic equipment of any kind installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Underwriters Laboratory and the public authorities having jurisdiction thereover. The Owner shall be liable for any damage or injury caused by his/her electrical and electronic equipment.
- I. No one shall make or permit any disturbing noises or activity in any Unit or in the Common Areas, or do or permit anything to be done therein, that will interfere with the

rights, comforts or conveniences of others. Without limiting the generality of the foregoing, no one shall play any musical instrument, or operate a stereo, radio, compact disc or tape player, television or other loud speaker or similar equipment between the hours of 11:00 P.M. and the following 7:00 A.M., if the same disturb or annoy others.

- J. Nothing shall be altered or constructed on or removed from the Common Areas or Limited Common Areas without the written consent of the Board.
- K. No recreational implement, lawn furniture, toys or other similar articles shall be placed or parked on any part of the Common Areas and facilities except in accordance with these Rules.
- L. Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from the Units.
- M. No Owner or any of his/her Guests shall at any time bring into or keep in his/her Unit any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household used. **No cleaning products of any type should be stored in close proximity to a Unit's furnace or hot water heater.**
- N. Nothing shall be done or kept in any Unit or in the Common Areas that will increase the rate of insurance of the Community or contents thereof applicable for residential use without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his/her Unit or in the Common Areas that will result in the cancelation of insurance on the complex or which would be in violation of any law. No waste shall be permitted in the Common Areas.
- O. No wood stoves are permitted anywhere.
- P. No Owner shall make any alteration or a structural changes to his/her Unit, nor construct any new structure or appurtenance, or make any improvements to the building of which his/her Unit is a part without consent of the Board as provided in the Declaration (Section 9.5). to apply for board consent, an Owner must complete a building permit form and submit it to the Board. Any Owner shall have the right to make interior decorating improvements or any interior changes that do not affect any facilities that are shared with the other Units within the building and which are not part of the exterior of the building structure. **Notwithstanding the foregoing, no Owner shall make or permit any penetrations of any kind in the upper ceiling or any common wall of his/her Unit except as allowed by the declaration (Section 9.5) and no changes of any nature whatsoever may be made to the concrete foundation.** If the Unit is a first floor Unit that has been constructed to meet government-imposed accessibility requirements with respect to certain exterior and/or interior elements of the Unit, any change or alteration of such elements must be made in compliance with applicable laws governing accessibility (including the Americans With Disabilities Act) and the Declaration (see Section 9.5).

- Q. No signs or plaques of any kind are to be placed on the outside of any Unit or on the Common Areas or shall be displayed in the public view from any Unit. This restriction is not intended to prevent the use of door knockers or nameplates. The hanging of seasonal or holiday decorations shall be allowed provided they are limited to entry doors, windows, balconies, decks and patios.
- R. No floor coverings other than carpet shall be permitted in any part of a Residential Unit that is located above another Unit, except that vinyl is permitted in the kitchen, laundry, utility, bathroom and entry areas. Any replacement carpet (or pad) must be at least of the same quality and consistency as the carpet (or pad) originally installed.
- S. Fire sprinklers are heat activated and not to be tampered with or painted over.
- T. Any dryer installed in a Unit must be capable of venting in excess of 40 feet and any signage to this effect posted in the Unit's laundry room shall not be removed.
- U. Outdoor faucets are for the sole use of the Association and may not be used by any resident for any purpose.

V. HEAT AND ELECTRICITY

- A. During the period from November 15 to March 31 the heat in each Residential Unit must be maintained at no lower than 62* Fahrenheit regardless of whether the Unit is occupied. This is necessary to prevent the bursting, from freezing, of water and plumbing systems with each Unit and to prevent damage to adjacent Units. In Addition, it is necessary to prevent freezing of sprinkler heads, which could release water into a Unit, and prevent damage to the fire protection control system.
- B. The Association will not be liable for any damages which occur as a result of an Owner not maintaining a minimum heat of 62* Fahrenheit. Any damage that occurs to a Unit where the minimum heat was not maintained, or damage that occurs to the other Units as a result of said Owner's failure to maintain the minimum heat setting, will be payable by said Owner. In addition, any damages normally paid by the Association's insurance company that are not paid because a Unit was not properly heated will not be payable by the Association and will be the liability of the Owner who did not properly heat the Unit.
- C. Electricity must remain on at all time so that the smoke detectors with the Unit remain functional.

VI. POOL AND SPA RULES

The following rules are intended to provide guidelines for ensuring that all residents and guests can enjoy the pool and spa and have a safe and clean environment. NO LIFEGUARD IS PROVIDED AND ALL PERSONS USE OF THE POOL AND SPA AT THEIR OWN RISK.

- A. Pool and spa hours shall be as posted. Only ADULTS (18 and over) are permitted after 8:00PM.
- B. No one under age 14 is allowed in the pool area without responsible adult supervision.
- C. Any unauthorized person found within the fenced pool area outside of the published hours will be treated as a trespasser and the police will be called.
- D. Do not open the gate for unauthorized users. Any person providing access to the pool to an unauthorized user will lose their pool and clubhouse privileges.
- E. Use of the spa should be limited to 15 minutes, since long exposure may result in nausea, dizziness or fainting. Use by children under 14 is prohibited. Elderly persons, pregnant women and those with health conditions requiring medical care should consult a physician before entering the spa. Hot water immersion while under the influence of alcohol, narcotics, drugs, or medications may lead to serious consequences and is not recommended.
- F. No offensive or abusive language will be tolerated.
- G. No glass of any type is to be brought into the pool area.
- H. No running, jumping diving or other "horse play" is allowed in the pool or spa.
- I. No foreign objects (balls, scuba gear, etc.) other than floating devices are allowed in the pool or spa.
- J. No objects are to be hung on fences.
- K. No objects such as chairs or mats are to be left in the pool area overnight.
- L. Trash shall be put in the containers provided.
- M. The pool area is off limits to all pets.
- N. Audio equipment, televisions and other electronic devices may be used in the pool area ONLY with headphones.
- O. No smoking shall be allowed in the pool area
- P. No alcohol is allowed in the pool area
- Q. No food is allowed in the pool area
- R. No temporary structures are allowed in the pool area

Failure to comply with these rules may cause suspension of access to the clubhouse and pool.

VII. PARKING RULES

THE FOLLOWING PARKING RULES ARE IN ADDITION TO THE PROVISIONS CONTAINED IN Sections 2.15, 2.16 and 6.5 of the declaration.

- A. Parking is allowed only in authorized or marking spaces. Each Unit has allocated to it as limited common elements either two parking spaces, one parking spaces, one parking space and one garage or one parking space. Each such parking space has assigned to it a number that corresponds to the number printed on the space. Any vehicle parked for more than 72 hours in a visitor parking space without the displayed written approval of the Property Manager or the Association is subject to being towed at the Owner's expense.
- B. Upon arrival of the snow removal contractor, all residents and guests with cars parked outdoors shall use best efforts to immediately remove their vehicles from the premises to facilitate snow removal.
- C. Improper parking will subject such vehicle to immediate towing. All towing expenses will be the responsibility of the vehicle owner.
- D. Garage doors are to remain closed at all times, except when a vehicle is actually entering or exiting the garage. The garage door may also remain open on a temporary basis for periodic maintenance of the door or the garage area.
- E. Except as otherwise provided in Section 6.5 of the Declaration, parking violation fines shall be assessed in accordance with the schedule contained in Section X of these Rules.

VIII. STORAGE

- A. Nothing shall be stored in the Common Areas or in the front or back of any Unit, except as contemplated by Rule IV.C. This includes bicycles, boats, motorcycles, furniture, etc.
- B. No one shall deposit or keep garbage cans, rubbish, debris or other unsightly materials in the Common Areas or any Limited Common Areas. Garbage shall be placed in the Garbage dumpster provided and shall never be placed on top of the lids or along the side of the dumpster.
- C. No toxic or dangerous materials may be stored in any Unit or otherwise or on the premises.

IX. VEHICLE REPAIRS

- A. Extensive repairs of motor vehicles are prohibited in the Community. ~~%extensive repairs+~~ include, but are not limited to, the following:
- Overhauling engines.
 - Transmission work.
 - Body work and painting.
 - Any work requiring a vehicle to be placed on blocks.
 - Any work requiring more than one day to complete.
- B. Oil changes may be completed, provided that are done in a garage, and the oils is disposed of in an environmentally appropriate manner.
- C. No radiator flushing is allowed.

X. ENFORCEMENT OF RULES

- A. These Rules are intended to allow personal freedom consistent with considerations necessary to living in a condominium community. All Owners and their Guests are obligated to conduct themselves in accordance with these Rules. All Owners should encourage their fellow Owners and their Guests to observe these Rules.
- B. A resident who observes a violation of these rules may file a written, signed complaint with the Board if he/she desires that the complaint be investigated.
- C. The Board or its designee has the power to enforce the Rules of the Association. It has the authority to assess and levy fines for any violations thereof. Failure to enforce these Rules does not indicate a forfeiture of the right to do so in the future. In addition to specific penalties stated in these Rules or the Declaration, any proven violation of the Rules may result in the imposition of a fine or other assessment, denial of use or limitation of use of Common Areas, denial of voting rights, correction of the violation at the Owner's expense, or any other penalty or action as set forth in the Association's Project Documents or as provided by law.
- D. Notice and Hearing as provided in the Declaration and Bylaws for any person found to be in violation of an Association Rule will be provided at the request of the alleged violator or of the Board.
- E. A progressive discipline and assessment system will be in effect for violation of the Rules:
- First Offense of a Rule . a written warning from the Board to the Owner.
 - Second Offense of the same Rule . up to \$100.00 assessment against the Owner.
 - Third Offense of the same Rule - up to a \$200.00 assessment against the Owner.
 - Fourth Offense of the same Rule . up to a \$400.00 assessment against the Owner.
 - Successive offenses of the same Rule . up to a \$400.00 assessment against the Owner.

Additionally, any criminal act committed by an Owner or Owner's Guests resulting in conviction on criminal charges shall be grounds for the Board of Directors to assess a fine of up to \$1,000 per person, per offense.

- F. Owners are responsible to the Association and the other Owners for any cost incurred by the Association or such Owners for violation of these Rules and otherwise for acts performed or caused by them or their Guests.