

RULES AND REGULATIONS
FOR
THE GARDENS AT SWAN CREEK CONDOMINIUM OWNERS
ASSOCIATION, INC.

(Updated August 2019)

RULES AND REGULATIONS

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RULES AND REGULATIONS OF THE ASSOCIATION

The following rules and regulations are adopted by the Gardens at Swan Creek Condominium Owners Association, Inc. (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned so such terms by Declaration of Condominium for The Gardens at Swan Creek (the "Declaration").

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit owner shall alter any lock, or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit owner shall provide the Association with an additional key for use by the Association pursuant to its right to access the Unit.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

1.05 Late Fees. Any condo payment not received by the 10th of any given month will incur a \$25.00 late fee.

1.06 Fine Structure. The board has adopted the following fine structure for any violation of the Declarations, Bylaws, Rules and Regulations and Board Adopted Policies. Unit owner(s) will have one week to rectify upon notice of violation:

- (a) For the first offense in a given calendar year: \$100.00
- (b) For the second offense in a given calendar year: \$200.00
- (c) For the third offense in a given calendar year: \$500.00

ARTICLE II

APPEARANCE

2.01 Signs. No sign of any kind shall be displaced to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit the Declarant. The Declarant reserves the right to erect signs, gate or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the condominium is prohibited. No sheets shall be used for window coverings.

2.03 Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation or other similar protrusion shall be allowed on the exterior of the condominium without the prior written consent of the Association.

2.04 Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05 Laundry. No laundry is to be hung on the balcony or in windows for any reason.

2.06 Limited Common Elements. All decks and patios that are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored on patios except outdoor patio furniture and potted plants. Any damage to the building siding including installation of screws, anchors, or nails is prohibited. Grills cannot be stored or used on decks or porches. Any free-standing decorative items including bird feeders and lawn ornaments are not allowed.

2.07 Front Balconies. The front balconies are decorative, architectural features only and are not designed for use or occupancy by residents. Accordingly, Unit Owners shall not place any furniture or other items thereon and shall not enter upon any such balcony without the prior approval of the Association.

ARTICLE III

USE RESTRICTIONS

3.01 Animals. Unit owner shall be allowed to keep up to: (i) two (2) cats or one (1) dog per Unit; or (ii) one (1) dog and one (1) cat per Unit; or (iii) subject to a combined weight limit of fifty (50) pounds, two (2) dogs per unit. No Rottweilers or Pit Bulls shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in the units. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. All animals shall not unreasonably disturb other condominium residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and Owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up for their animals regardless of the circumstances.

3.02 Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05 Nuisance. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply within all city, state and federal laws applicable to their Unit. NO Unit shall be used or maintained as a dumping ground for garbage.

3.06 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials, prohibited by law or local ordinance may be stored in any of these areas.

3.07 Salting. Unit Owners are hereby prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the cost of repairing all damage caused by the use of salt.

3.08 Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium other than garden plots in the Community Garden without the prior written approval of the Association.

3.09 Grilling. No grilling on the property.

ARTICLE IV

COMMUNITY GARDEN

4.01 Guests. A Unit Owner may invite family members residing in the Unit or guests to use these facilities. The Unit Owner must be present when guests are in the Community Garden. All invited family members and guests shall be under the personal control of the Unit Owner who is responsible for their conduct and safety.

4.02 Pets. No pets are permitted in the Community Garden at any time.

4.03 Association Property. No Association equipment, furniture or property shall be removed from the Community Garden.

4.04 Conduct. All Unit Owners and their guests use these facilities at their own risk. The Association assumes no responsibility or liability for any personal property of any Unit Owner used or left at the Community Garden.

ARTICLE V

VEHICLE RESTRICTIONS

5.01 Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

5.02 Parking. Unit Owners shall not be permitted to park their vehicles in any space other than their assigned spaces. Unit Owners shall not park, nor shall they permit their families, guests, invitees or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at vehicles owner's expense. Unit Owners shall not leave their vehicles idling in any garages. *Please also see Parking Guidelines document.

5.03 Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans or other vehicles shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area. These provisions shall not prohibit temporary waiver of these prohibitions may be obtained at the discretion of the Association.

5.04 Bikes/Recreational Equipment. Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements.

5.05 Garage Door. The garage door to any Unit shall remain closed at all times except when in use for ingress or egress purposes.

ARTICLE VI

AMENDMENTS

This document may be amended at any time by the Board of Directors of the Association.