

## **Chateau Acadian Condominium Association Rules & Regulations**

The following rules and regulations (“Rules and Regulations”), except as otherwise expressly stated, apply to all Owners and members of their families, guests, agents, lessees, employees, invitees and tenants with respect to the use of a Unit, the Common Elements and any other portion of the Project. Capitalized terms not specifically defined in the Rules and Regulations shall have the same meaning as the meaning given to such terms in the Condominium Declaration for Chateau Acadian Condominiums. These Rules and Regulations have been adopted as a reasonable means of promoting the enjoyable and safe use of Units without unduly interfering with others in their enjoyable and safe use of any Units and as a reasonable means of protecting the values of the Project.

### **Section 1 –Minimum Heating Requirements**

1A. The Owner of each Unit in the Project shall heat such Unit so as to maintain a minimum temperature in a Unit of no less than 55 degrees Fahrenheit (“Minimum Temperature”) from October 1<sup>st</sup> of each year to May 31<sup>st</sup> of the following year in order to minimize any damage which could result from the freezing of water pipes which pass near or through each Unit. This Minimum Temperature must be met even when the Unit is vacant. The Board or Managing Agent is authorized during any Unit inspection to reset the temperature of that Unit to the Minimum Temperature.

### **Section 2 - Health, Safety and Quiet Enjoyment**

2A. Between 10:00 PM and 8:00 AM of the following morning, all Owners and other occupants of any Units shall conduct their activities in all parts of the Project in a quiet manner so as to minimize disrupting any other Owner or occupant of any other Unit in their use of any part of the Project.

2B. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit or Common Element that may be deemed a nuisance to the Owners or occupants of any other Unit. Public intoxication is prohibited in any Common Element.

2C. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the Project.

2D. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the Project, nor shall any Owner or occupant of a Unit endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Owner or occupant of a Unit. Among other things, flammable oils or fluids including, but not limited to, gasoline, kerosene, naphtha, benzene, explosives or any item hazardous to the environment, health or property shall be permitted on or about the Project without prior written Board approval. Under no circumstances shall any hazardous materials be kept in any storage space in contravention of fire regulations.

2E. A dumpster is provided for the disposal of normal household waste. Use of the dumpster for disposal of bulky, abnormal, hazardous or toxic materials, including, but

not limited to, construction debris, paint, flammable liquids, furniture, mattresses, appliances, carpet, carpet pad and tires is prohibited. All food waste and similar items deposited in the dumpster are encouraged to be in sealed trash bags for safety and reduction of insects, animals and other pests. Recycling bins are available and their use are strongly encouraged.

2F. Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly objects or materials will not be placed, kept or allowed to remain within the Project and shall be removed at the Owner's expense. The Managing Agent may be contacted to arrange for a dumpster to be used by an Owner for disposal of additional waste at such Owner's expense.

2G. The Board and Managing Agent are authorized to periodically inspect the interior of a Unit. Such inspection shall be done with respect to an occupied Unit only after prior announcement of such intent. The Board or Managing Agent may retain a passkey to each Unit within the Project. If a lock on a door is changed by an Owner, the Owner shall immediately provide the Board or Managing Agent with a new key. Failure to comply could result in, and each Owner hereby authorizes, forced entry to the Unit by either the Board or Managing Agent. Failure to comply will also result in the removal or re-keying of the lock at the Owner's expense. Any expense created by an Owner in the denial of access to their Unit shall be billed for the expenses incurred.

2H. All deliveries and moving of furniture, fixtures, equipment and other household or commercial items to and from the Units shall be made by authorized entries as reserved through Managing Agent and shall not cause any unreasonable noise or disturbance to the Owners or occupants of any other Units.

2I. Unit Owners and occupants shall not place a load on any floor exceeding the floor load per square foot area that the floor was designed or safe to carry and that is allowed by law or that may, in the reasonable opinion of the Board, constitute a safety hazard or may damage a Building.

2J. Each Owner shall keep the interior of his Unit, including without limitation, interior walls, windows, glass, ceilings, floors and fixtures, and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair.

2K. No person shall do or permit anything to be done within the Project, or bring or keep anything herein which would conflict with the health and safety laws or with any insurance policy of the Association or with any of the laws, rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.

2L. Each Unit shall have a charged and maintained fire extinguisher in the Unit.

2M. Long term non-owner occupancies of 32 to 90 days are permitted provided that no more than a total of 4 persons may occupy the unit. No non-owner occupancies of more than 90 days are permitted without prior written approval of the Board.

### **Section 3 - Exterior Appearance**

3A. The decks, balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning rugs, or storing other objects, including, but not limited to, refuse, skis, bicycles, skateboards, ladders and lawn or garden equipment. To ensure a consistent appearance for the Units from the exterior of the building, window coverings that are consistent with the design of the Project's exterior style and appearance should be hung on all exterior facing windows and doors where window coverings are placed. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Project unless otherwise authorized by the Board.

3B. Use and storage of electric and gas barbeque grills is prohibited except on the first floor deck of a Unit and if covered when not in use. In accordance with applicable laws, charcoal grills are prohibited.

3C. Small outdoor patio furniture, bird feeders and decorative items compatible with the design and style of the Project may be placed and kept outside of Unit. Furniture use is strongly discouraged on the first floor parking lot side of a building if such furniture could in any way limit the safe ingress and egress of any Unit.

3D. No Owner shall make any changes or attachments to the exterior of any portion of the Project without prior written consent of the Board. Among other things, no exterior satellite dish, television or radio antenna shall be placed, erected, constructed or maintained within the Project without the prior written approval of the Board. Any fixture attached to the exterior of a building by an Owner with the prior written consent of the Board shall be painted to match the exterior color of the Building.

3E. No sign, billboard, poster board or advertising structure of any kind, including signs for the sale, rental or leasing of any Unit shall be placed, erected, displayed or maintained anywhere within the Project, including on the balconies, porches, decks, windows and exterior walls of the Units.

3F. No enclosure, structure, outbuilding or facility of any kind, including, but not limited to, fences, barriers, animal pens, posts, poles, clotheslines, mailboxes, ditches, trenches, driveways, walkways, stairs, playhouses and sheds, shall be placed, erected, constructed or maintained by any Owner or other person within the Project except as previously approved by the Board in writing.

3G. No tree, shrub, bush or other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, re-graded, altered or otherwise disturbed, without the prior written approval of the Board.

#### **Section 4- Vehicles and Parking**

4A. Parking of motor homes, vehicles with tandem axels, trailers of all types, boats, snowmobiles, ATV's, or any similar vehicle deemed inappropriate by the Board in its reasonable discretion is prohibited; provided, however, that trucks or other commercial vehicles necessary for construction or for the maintenance of the Common Elements, Units or any improvements thereto, are permitted.

4B. The parking or operation of motorized vehicles in landscaped areas and Common Element areas other than drive lanes and parking areas is prohibited.

4C. The following vehicles will be towed away immediately at the vehicle owner's expense without prior written Board approval:

- Inoperative vehicles, abandoned vehicles, or vehicles not moved in more than 10 days;
- Vehicles obstructing traffic, snow removal or trash collection or parked in a drive lane;
- Vehicles obstructing access to surface parking spaces except when properly parked therein;
- Vehicles parked in posted "No Parking" zones;
- Vehicles blocking access to fire hydrants or otherwise violating fire code or health and safety laws;
- Vehicles parked in landscaped areas;
- Unlicensed vehicles; and
- Vehicles of persons other than Owners or person authorized by Owners.

4D. Parking of trailers, recreational vehicles or any other vehicle exceeding 22 feet in length for more than 1 hour is prohibited without prior written consent from the Board. Trailers and recreational vehicles less than 22 feet in length are permitted to park on the southeast side of parking area away from the front of the Units for no more than 1 week without the prior written consent of the Board.

4E. No vehicle shall be used for sleeping purposes on the Project. No vehicle shall have access to the utilities of the Project except with prior written approval of the Board.

4F. Each Unit has 1 reserved parking space. During periods of heavy occupancy of the Project, each Unit may be restricted as the number of parking spaces, not to be less than 2 nor more than 3 spaces.

#### **Section 5- Household Pets**

5A. The only animals permitted on the Project premises are a reasonable number of household pets that do not pose any safety, health or noise concerns. Owners are responsible for removing any animal waste from the Project. The Board may demand the removal of any animal that in its determination the animal poses any health or safety concerns or that is disruptive of the quiet enjoyment of any Unit, Common Element or other part of the Project.

### **Section 6 – Hot Tubs and Sauna Area**

6A. Owners and occupants of Units and their guests may only use the hot tubs and sauna. The hot tubs and sauna shall be open for use from 10AM to 10PM or such other hours of operating that the Board shall determine from time to time. Owners and occupants of Units, and their guests, must wear suitable attire while in the hot tub and sauna area. Wearing of swimwear is required when in the hot tubs and sauna, and there shall be no cut offs or other inappropriate attire used in the hot tubs or sauna.

6B. Public intoxication is not permitted in any Common Element, especially in or about the hot tub and sauna area and no glass containers of any kind are permitted in such area. No disruptive, profane or vulgar conduct is permitted in or about the hot tub and sauna area. No loud music or noise is permitted in or about the hot tub and sauna area.

6C. Children under the age of twelve (12) must be accompanied at all times by a person over the age of eighteen (18) or older while in or about the hot tub area.

**6D. THERE IS NO LIFEGAURD ON DUTY IN THE HOT TUB AREA. OWNERS AND OCCUPANTS OF UNITS AND THEIR GUESTS USE THE HOT TUBS AT THEIR OWN RISK.**

### **Section 7 – Owners Lounge**

7A. The Owners Lounge is solely for the use of Owners, their immediate families and others in the company of an Owner. Tenants and other occupants of Units are not permitted in the Owners Lounge except in the company of an Owner. Owners may reserve the Owners Lounge for a reasonable number of private events by giving notice to and obtaining approval from the Managing Agent.

### **Section 8 -Enforcement and Penalties**

8A. Owners shall be responsible for informing families, lessees, employees, agents, invitees and guests of these Rules and Regulations and attaining their consent to be governed thereby.

8B. The Board in its sole discretion shall interpret and administrate these Rules and Regulations and resolve situations and matters not specifically addressed by these Rules and Regulations.

8C. Violations of these Rules and Regulations shall subject the applicable Owner to applicable sanctions.

8D. First Violation: A warning notice to the applicable Owner to have the violation immediately corrected. In the event the violation is not immediately corrected, a fine of up to \$25 per day may be assessed by the Board.

8E. Subsequent Violations: A warning notice or a fine of up to \$50 per day for each same or continuing violation within a ninety (90) day period may be assessed to the applicable Owner by the Board.

8F. Any Owner notified of a violation shall have thirty (30) days from the notification date of any violation notification from the Board to file a written protest with the Board, and shall have the right to appear in person or by representative at the next Board meeting. A final decision by the Board shall be binding on the Owner.

8G. All fees, charges and penalties imposed by the Board and costs incurred by the Association in enforcing these Rules and Regulations shall be considered assessments enforceable against Units and Owners in accordance with the Declaration.

8H. The Board, in accordance herewith, shall have the authority to take any additional remedial action it deems appropriate, including, but not limited to, the filing of a lien, the filing of an action for injunctive relief or money judgment. Nothing set forth herein shall be construed to limit any remedy available to the Board in the enforcement of these Rules and Regulations.

8I. Assessments are due and payable on the first day of each month. They will be considered late if not received by the 20<sup>th</sup> of the month. A late fee of \$25 per month will be assessed on each delinquency. Use of common area facilities including the hot tub and hot tub area is prohibited by all owners and occupants of their units if the unit owner is over 60 days late on dues or assessments.

THE ABOVE RULES AND REGULATIONS HAVE BEEN UNANIMOUSLY APPROVED BY THE BOARD THIS \_\_\_12th\_\_\_ DAY OF \_\_July\_\_\_\_, 2008

Andrew Pollock\_\_\_\_\_

Jim Schear \_\_\_\_\_

Paul Johnson \_\_\_\_\_

Dennis Minchow \_\_\_\_\_

Harold Golz\_\_\_\_\_