**CONDOMINIUM RULES**

**KARYL COURT CONDOMINIUM ASSOCIATION**

**These updated rules supersede any prior versions of the rules and are effective January 1, 2023.**

The following rules have been established for the benefit of all owners of condominium units at the Karyl Court Condominium Association (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 residents, tenants and their guests are expected to abide by the following rules, which are meant to supplement the provisions of the Declaration and the By-Laws. If any of the rules conflict with the condominium instruments, the condominium instruments take precedence.

**1. NUISANCE AND NOISE.** No use or practice shall be allowed which is an unreasonable source of annoyance to the residents of the Condominium, or which unreasonably interferes with the peaceful possession or proper use of the Condominium by others. Owners, tenants and their guests will be expected to reduce noise levels after 10:00 P.M. until 8:00 A.M. so that neighbors are not disturbed. At no time are musical instruments, radios, tape-decks, phonographs or televisions to be so loud as to become a nuisance. Please do not use the laundry room during quiet hours.

1. **LITTERING AND TRASH DISPOSAL.** There shall be no littering. All refuse and trash shall be promptly deposited in the dumpster. Trash must be bagged and secured tightly before placing it in the dumpster. Under no circumstances are any trash items 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.
2. **ADDITIONS TO EXTERIOR & INTERIOR OF BUILDING**. Changes affecting the appearance of the exterior or interior common areas, such as decorations, awnings, screens, sunshades, deck or terrace covers **and** enclosures, or similar changes, shall be made only with the consent of the Board of Directors. No television, radio, Wi-Fi aerial or antenna, wiring for electrical or telephone use, or other machine or equipment which would protrude from or be visible from the exterior of a Unit shall be allowed except as presently installed, or as authorized in the future by the Board of Directors. Only floor based air conditioners, (which circulate air from the condenser/evaporator unit to the outdoors using plastic ductwork) will be allowed. No window air conditioners shall be allowed at any time, except as authorized by the Board of Directors. Window fans will only be allowed if they are of the type specifically designed to be installed between the window frame and the movable sash. No “sandwiching” of box fans will be allowed into any of the windows at any time.
3. **VEHICLES.** No owner shall be entitled to maintain more than two automobiles within the Condominium at one time. No mini-bikes, snowmobiles, mobile homes, campers, motorized boats, tractors, trailers or alternative terrain vehicles will be parked or allowed to remain within the Condominium property. Only medium duty trucks (F550, HD 5500, etc.) or smaller will be allowed parking on the premises. Violations of the parking policy will be as follows:

* First Offense: Warning letter
* Second Offense: $100 Fine
* Third Offense: $250 Fine and vehicle will be towed at owner’s expense.

5. **PARKING.** There are no assigned parking spaces. Owner's vehicles must have a valid registration, be roadworthy and display current inspection and license plate stickers, else will be towed. Vehicles will not be towed for being unregistered or uninspected until 12:01am on the 11th day of the month. Vehicles still must be road worthy. Privately owned cars are required to be parked in a legal parking spot. Any unauthorized vehicles parked in unauthorized areas within the Condominium will be towed at the Owner's expense.

**6. GUESTS**. Owners will be responsible for the actions of their 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 any Owner who is the host of such guests.

**7. CONSENT REVOCABLE.** Any consent or approval of the Board given under these Rules shall be revocable at any time.

8. **DELEGATION OF POWERS.** The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules, to the manager or to any other emp1oyee or agent of the Karyl Court Condominium Association.

9. **COMPLAINTS.** Complaints of violations of these Rules should be made to the manager, in writing. If the Owner does not receive satisfaction from such manager, or if there is no manager at that 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. The complainant will be notified in writing by the Board as to what action has been taken. Violators may be subject to fines.

10. **FINES.** A violation of the Rules and Regulations will first result in a written warning to the Owner. After a warning has been issued, the first fine will start at $100.00 and will increase by $100.00 more for each re-occurrence of the same or similar violation. In cases involving property damage, the cost of repairs will be considered separately by the Board. Cases involving significant financial loss will be dealt with through normal legal processes.

11. **AMENDMENT.** These rules can be revised in any way, at any time, by the Board of Directors as conditions warrant, provided that a written communication is sent to each Owner advising of the change and further provided that no such Rule or revision is contrary to or inconsistent with the Condominium Act, Declaration or By-Laws of the Condominium.

12. **OUTDOOR EQUIPMENT**. Sporting equipment, lawn furniture, and other personal articles and equipment ·shall not be 1eft in or on the common area. When in use on the Limited Common Area, said equipment shall be maintained and used in such fashion as to meet the standards of the Association, as established by the Board of Directors, from time to time.

13. **OUTSIDE ACTIVITIES**. 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 the same, which now exists or is hereafter promulgated by any regulation pertaining to the same, which now exists or is 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 purposes.

14. **CLOTHING LINES.** No clothing, laundry, rugs or similar 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 adjacent thereto so as to be exposed to public view.

**15. IMPROPER USE OF COMMON AREA.** There shall be no use of the Common Area, *which* injures or scars the Common Area or the plantings thereon, that increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the Owners in their enjoyment of the property.

**16. HOUSE PETS.** Unit owners and residents may maintain cats or other common household pets with the consent of the Board. Dogs will not be permitted. If pets create noise, or in any way create a disturbance, unpleasantness or damage to the property, 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 assessed by the Board fur any and all damages to the Condominium Association resulting from the maintenance of said pet. Each Owner shall indemnify and hold the Board harmless against loss or liability resulting from pets. Cats must be kept on a leash not to exceed six feet in length whenever they are in common areas. They will not be tied or left unattended in common areas, including walkways and stairways, and are not allowed to roam free. Animals will not be walked and allowed to relieve themselves on lawns, sidewalks, parking areas, roadways, hallways or any other area not specifically designated for animal walking. NO VISITING Dogs are allowed on the property. Unit 2B currently has a “grandfathered” dog but this priviledge will be extinguished when this pet passes on.

**17. CANVASSING. PEDDLING OR SOLICITING.** 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 distribution may be made with the written consent of the Board of Directors.

**18. ADVERTISING**. 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.

**19. CONTROL OVER EMPLOYEES**. No Owner shall engage any employee of the Condominium on any private business, nor shall he direct, supervise or, in any manner, attempt to assert control over any such employee, unless authorized by the Board of Directors.

**20. ILLEGAL ACTS**. 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.

**21. MINIMUM UNIT TEMPERATURE**. The minimum temperature setting for individual unit thermostats and heaters shall be 50 degrees during the heating months.

**22. CONTRACTORS AND MOVERS.** Management must be notified in advance of moving any materials or furniture in or out of the Condominium Association. All moving work is to be done between the hours of 8:00 AM and 7:00 PM. Owners shall be responsible for any damage to the common areas during their move.

**23. SNOW REMOVAL.** All owners, residents and guests will be familiar and comply with the snow removal procedures and will cooperate with the Board of Directors and the plowing contractors. Any vehicle that impedes snow removal is subject to immediate towing at the expense of the owner and without warning or notice. The authority to tow any such vehicle is specifically delegated to the contractor and the employees or other agents of the contractor.

**24. FLAGS**. The displaying of flags is limited to displaying the American Flag on Patriotic Holidays. The unit owner or resident assumes responsibility for any damage the mounting of flags causes to common or limited common areas including balconies, decks, and patios. The cost of repairs will be charged to the *unit* of the responsible owner or resident.

**25. WIND CHIMES AND WIND SOCKS**. Wind.chimes and wind socks a.re prohibited in common or limited common areas.

**26. BIRD FEEDERS.** Bird feeders and other animal feeders are prohibited in the common area.

**27. YARD SALES.** Yard sales, tag sales, .garage sales and other similar activities are prohibited except as authorized by the Board of Directors.

**28. EXTERIOR DECORATIONS.** Exterior decorations are limited to unit doors and interior windows only. All damages resulting from the displaying of exterior decorations will be the responsibility of the owner or resident.

**29. NO OUTDOOR GRILL STORAGE.** The storage of outdoor grills, hibachis and stoves in the common areas are prohibited. Outdoor charcoal grills, hibachis and stoves are only allowed for use by the owner or resident and must always be attended by an adult while in use. Recognizing the hazards inherent in the use of outdoor .grills, the owner or resident is responsible for using such a grill and assumes responsibility for all damages incurred incident to said use. The unit of the responsible owner or resident will be assessed the cost of all repairs necessary to restore the property to its original condition.

**30. RESALES.** It is the obligation of the current unit owner to notify the Board or the Manager of a pending sale of a unit. The seller is to provide the buyer with one copy each of the *Declaration of Karyl Court Condominium,* the *By-Laws of Karyl Court Condominium* and these rules and regulations prior to or upon closing. It is the obligation of the new unit owner to notify the Board or the Manager Agent of the purchase of a unit.

**31. RENTALS.** A minimum of a **1-year** lease is required by any owner/investor renting out their unit. The unit owners/investors are responsible to ensure that the renter is furnished with one copy each of the *Declaration of Karyl Court Condominium,* the *By-Laws of Karyl Court Condominium* and these *Rules* prior to the signing of the lease agreement.

**32. HOT WATER.** The Board has installed a “house water meter” and hot water heating equipment to supply hot water to every unit and hot water is currently supplied to 12 units. Any remaining Owner, not yet connected and fully paid up to date with their dues, fines, interest, legal fees and assessments may apply to the Board for a hot water hookup. Such request for hot water hookup must also be accompanied by a $1000 check made out to the KCCA. If approved by the Board, the owner will be allowed to contract with a licensed plumber to tie their unit‘s hot water piping into the Association’s hot water heating equipment and the unit owner will be responsible for any leakage or water damage associated with such ”tie in”. If such hot water service connection requires the cutting of any common area walls or drilling of common area infrastructure, the Owner will also be responsible for the costs thereof and the restoration of the walls to a visually appealing condition after hookup. Thereafter, cost for the hot water service will be included in the monthly association dues. Should the Owner fall delinquent in the payment of dues or assessments, the Board shall have the right, after the Owner falls 60 days in arrears, to terminate the hot water service to the Unit, and the hot water service will not be restored until the Owner is caught up with their dues and assessments and has paid a $100 service restoration fee. **The Board shall not be liable for any claims by tenants for lack of hot water or general habitability of the unit due to the lack of dues and assessment payment by the Owner**.

**33. PROPANE SERVICE**. The Board has had propane meters installed for every unit. Any Owner, not yet connected and fully paid up to date with their dues, fines, interest, legal fees and assessments may apply to the Board for a propane hookup. Such request for propane service must also be accompanied by a $1500 check made out to the KCCA. If approved by the Board, the owner will be allowed to contract with a licensed propane contractor to run pipes along the outside of the building from the meter to their unit. Only one, modern, direct vent propane heater will be allowed within each unit. The propane meters will be read on a regular basis and propane use will be billed to the Owners along with their monthly dues. ALL REMITTANCES FOR PROPANE USEAGE MUST BE PAID WITHIN ONE MONTHLY BILLING CYCLE. If the invoice for propane usage is not paid within 30 days, the Board will have the meter locked, and the service will not be restored until the unit owner pays the past due propane bill together with a $100 restoration fee. **The Board shall not be liable for any claims by tenants for lack of heat due or general habitability of the unit due to the lack of propane payment by the Owner**. No portable propane tanks shall be brought into the building at any time.

**34. MAILBOX SERVICE.** The Board has installed a new common mailbox in the front alcove of the building in accordance with all applicable USPS regulations. Any Owner fully paid up to date with their dues, fines, interest, legal fees and assessments may apply to the Board for a mailbox key and any such request for mailbox service must also be accompanied by a $100 check made out to the KCCA. Upon receipt of the key, the Owner or their tenants will then be able to receive mail at the unit. Should the Owner or the Tenant lose the mailbox key, they will be required to provide the Postmaster with a $100 Service Fee (subject to future adjustment) for the USPS to drill and replace the lock and supply the Owner with a new key. After the new mailbox is installed, any Owner who is not fully paid up to date with their dues, fines, interest, legal fees and assessments (or their tenants) will no longer be able to receive mail at the building and will need to contract with the USPS for a Post Office Box for their mail delivery.

**35. ELIGIBILITY FOR SERVICE ON THE BOARD OF DIRECTORS:**

Any owner more than 60 days in arrears on their condo duesand assessments may not serve on the Board and any Board member, who becomes more than 60 days delinquent on their condo dues and assessments must step down and resign from the Board until any such arrearages (including costs, legal interest and legal fees) are brought current. This requirement is to prevent conflicts of interests between the best interests of the unit owner and the Association as a whole.

**KARYL COURT CONDOMINIUM ASSOCIATION** (revised 12/31/22)

BY SIGNING THESE RULES AND REGULA TIONS, YOU ACKNOWLEDGE YOU HAVE FULLY READ AND UNDERSTAND THE RULES AS PUT FORTH IN THIS DOCUMENT.

Print name of Owner

Signature of Owner

Unit Number

Date

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