

THE ASSOCIATION OF UNIT OWNERS OF LAKEWOOD LOFTS AND CONDOMINIUMS



HOUSE RULES

JULY 2017

INTRODUCTION

Community living requires the full cooperation of all residents. It is important that each Unit Owner/Resident familiarize themselves with the following community standards henceforth referred to as The Association of Unit Owners of Lakewood Lofts and Condominiums House Rules, in order to ensure that all residents of the community enjoy the quality of life to which they are entitled. These House Rules will serve as an easy reference of the various obligations we have to one another in our day-to-day living.

The volunteer Board of Directors establishes and enforces the rules, manages the financial affairs of the Association, and oversees the operation and maintenance of the Association and the common areas. In each of these areas, a professional property Management Company assists at the direction of the Board.

ENFORCEMENT OF RULES

The Board, Unit Owners, and all residents have the right and duty to report any violation of the community rules as defined in the Declaration, Bylaws, and the House Rules. In addition, the Board has the right and duty to take action, as necessary and appropriate, to gain compliance of violators in order to protect the rights, safety, and property of the Association members and residents. In addition to any other means of enforcement provided in the governing documents, the Board has the right to suspend the voting rights of the Unit Owner and/or to impose a monetary penalty.

MODIFICATION OF HOUSE RULES

The Board from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property.

These revisions hereby supersede all previous house rules for the Unit Owners and residents of Lakewood Lofts and Condominiums. All matters, concerns or questions regarding these rules shall and can be answered by the Board of Directors or the Management Company.

Provisions for these House Rules and the authority for enforcement are contained in the Declaration and the Bylaws, which were given to you by the developer or by the seller when you bought your unit and can be obtained on the community website. This document is intended as a supplement to the Declaration, not as a replacement. All provisions of the Declaration not referenced in this document remain in full effect and must be adhered to by all Unit Owners and residents. It is the responsibility of each Unit Owner to make their guests, residents, and tenants aware of the restrictions of the governing documents.

This is not a revision or total summary of the Bylaws and Declaration. These standards are provided for homeowner convenience and do not preclude other specifics contained in the governing documents.

UNIT MODIFICATION PROCEDURES

The interest of neighboring units must be protected by making reasonable provisions for such matters as access, sound and sight buffers, and any other aspects of design which may have a substantial effect on other residents.

Proposed alterations must be compatible with the design characteristics of the property itself, adjoining units, and the neighboring setting. Compatibility is defined as harmony in style, scale, materials, construction details, and color. The Association, the Board of Directors, and the Management Company assume no responsibility for the safety or livability of new construction or modifications by virtue of design or workmanship.

APPROVAL REQUIREMENT

A Unit Owner shall make no repair or alteration or perform any work on the unit which would jeopardize the soundness or safety of the property, reduce its value, impair any easement or increase the common expense of the Association. Unit Owners/Residents may not make any modification that affects the appearance of the exterior of a unit or the building. This includes, but is not limited to, the exterior of the buildings, decks, fencing, parking areas and common landscaping.

Minor alterations to the inside of your unit are permissible without approval. More significant changes made to the inside of the unit which require approval include, but are not limited, to:

- Removing or installing wiring or altering or installing additional exterior lighting in the unit's adjacent general common elements
- Altering systems such as heating, air conditioning, water heating and plumbing beyond normal life-cycle replacement of existing system components
- Removing walls
- Modifying any other items that, in the view of the Board, may significantly affect those around you

Tankless water systems are not to be installed in any unit.

We encourage all Owners to contact the Management Company for a better understanding of what improvements are permitted without prior approval.

APPROVAL PROCESS

Unit Owners must complete an Application to Modify form (available on the community website) and submit it to the Management Company for processing. The application should include as much information as possible such as photos, dimensions and other applicable information. The Board shall have 30 days after submittal of complete requests to approve or disapprove the plans. If the submittal is found to be incomplete, the Board may request additional information, in which case the 30 day review window will not commence until the additional information is received. Review will include, but is not limited to, consideration of

the impact on neighboring units and the safety and structural integrity of the building. No verbal approvals/disapprovals will be given by the Board or the Management Company.

Unit Owners must comply with all applicable City and State laws, and obtain all necessary permits. Neither the Board nor the Management Company shall have any liability in connection with or related to approved plans, specifications, or improvements.

MAINTENANCE RESPONSIBILITIES

COMMON ELEMENTS

In order to preserve the attractive appearance of the community, the Board may regulate the nature of items which may be placed in or on the windows, decks, balconies, and the outside walls that are visible from other units, the common elements, or outside the community.

Unit Owners and tenants are required to break down cardboard boxes before placing them in garbage bins. Garbage and discarded items are NOT to be placed outside the garbage bins, on walkways or other common areas. Unit Owners are responsible for assuring their tenants comply and are further responsible for personally assuring the prompt removal of such items upon request from the Board.

Damage to common property is prohibited. In accordance with these Rules, any common property damage caused by a Unit Owner or a Unit Owner's family, guests, invitees, tenants, or animals shall be charged back to the Unit Owner. No Unit Owner has the right to alter, paint, decorate, remodel, landscape, or adorn any part of the common property without the written consent of the Board of Directors.

All General Common and Limited Common Elements fall under the control and supervision of the Association and the Board. The Association maintains these areas and modifications to these areas must be approved before any work is done.

GENERAL COMMON ELEMENTS

The general common elements of the community are owned and maintained by the Association. Per Section 5 of the Bylaws, the general common elements shall consist of all portions of the condominium not part of a unit or a limited common element, including all the land; all foundations, columns, girders, beams and supports; all corridors and stairs except stairs within loft units; all exterior walls of the buildings in which the units are situated and all walls and partitions separating units from other units, parking areas which are not designated as limited common elements, driveways, walkways, landscaping, utilities, utility lines, recreational facilities, garage structures (excluding parking spaces within the garage structures which are limited common elements), and all the appurtenances thereto. Unit Owners are required to keep plants, trees placed outside doorways and on walkways trimmed to allow for unimpeded passage and are further required to keep decorative items placed outside doorways and on walkways clean and tidy.

LIMITED COMMON ELEMENTS

Limited common elements are those items that are exclusively used by one Unit. They consist of the deck adjacent to each unit as shown on the plat, the use of which is restricted to each adjacent unit and parking spaces, including parking spaces within garage structures, which are restricted to the use of units specified. Although the Association is responsible for maintenance of limited common elements, each Unit Owner is required to keep their limited common element(s) in a neat, clean, and sanitary condition. Balcony walkways to access the units located on each floor of the Condominium Building are not a limited common element of an adjacent unit; the balcony walkways and associated stairwells are general common elements of the community. The parking structure under the Condo Building cannot be used for the storage of personal property of Unit Owners or renters, with the exception of bike racks of a type approved by the Board and mounted at a location approved by the Board.

UNITS

All maintenance of and repairs to any unit shall be made by the Unit Owner of such unit, who shall keep the same in good order, condition and repair and shall do all redecoration, painting, etc. which at any time may be necessary to maintain the good appearance and condition of the unit. In addition, each Unit Owner shall be responsible for the maintenance and repair of any plumbing, heating or air conditioning fixtures, smoke alarms, water heaters, fans, lighting fixtures, fireplaces, refrigerators, dishwashers, ranges, or other appliances and accessories that may be in or connected with the unit. The Unit Owner is responsible for the wear and tear, deterioration, damage by insects or animals, and any plumbing leaks within the unit. This includes leaking from around shower, bathtub, toilet or sink. These events are properly classified as maintenance items.

The Association master policy insurance recommends the following:

- Carbon Monoxide detectors should be installed in each unit.
- Water heaters must be protected by pans with drains or audible alarms.
- Washing machines should have reinforced, steel braided hoses in place of standard rubber hoses.

THE ASSOCIATION' S RIGHT OF ENTRY

The Association shall have the right, to be exercised by the Board or any manager employed, to have access to each unit as may be necessary for the maintenance, repair, or replacement of the common elements, to make emergency repairs therein necessary for the public safety, to prevent damage to the common elements or to another unit, or to abate any nuisance existing in any unit. Such entry shall be made with as little inconvenience to the Unit Owners as practicable. Prior to entry for any non-emergency maintenance, the Management Company will provide the Unit Owner with 24-48 hour notice.

BARBEQUES

Charcoal and wood grills, hibachis, non-electric/non-pellet smokers, fueled lamps (a.k.a. Tiki Torches), wood burning fire pits, etc. are forbidden on decks, balconies, and near building walls and are NOT to be used anywhere within the community. Gas barbeques are allowed if pulled away from the building during use.

BALCONIES AND DECKS

Bedding, rugs, laundry, etc. shall not be hung from railings, decks, or balconies at any time. Decks and balconies are not to be used for general storage including but not limited to brooms, storage containers, garbage cans. Decks and balconies must be kept free of trash, debris, clutter and unsightly items. No sporting or exercise equipment shall be used or stored on a deck or balcony, including bikes (stationary or otherwise), treadmills, trampolines, free weights, weight machines, elliptical fitness machines, stair machines and other similar items. The Board reserves the right to require removal of items from decks or balconies that are not in compliance with this rule.

Unit Owners and tenants are required to place water containment trays under plants on their decks or adjacent walkway balcony of sufficient size to prevent the escape of any water dripping or draining to lower decks or to the surface of any walkway. Plants may not extend beyond this perimeter of the deck. Unit Owners and tenants are required to prevent water and debris from falling from their decks to the decks of Unit Owners below or onto the general common areas of the Association. Due to drippage on decks below, plants on decks may not extend beyond the area bounded by the exterior walls of the unit and the fixed railing of the deck.

The Board reserves the right to require removal of items that are not in compliance. The Board may also, on a case-by-case basis, decide if decorations on decks might be offensive to Association members, e.g. racial, sexually suggestive, etc. items and, if so determined, to require removal.

KEYS

If a replacement mailbox key or house key is needed, the Unit Owner must contact a locksmith. Neither the Association nor the Management Company can provide duplicate mailbox or residence keys.

NUISANCES & QUIET ENJOYMENT

The success of any community is founded on the basic principles of common decency, respect, and consideration for the rights of neighbors. No noxious or offensive activities shall be carried on in any unit or in the common elements nor shall anything be done thereto, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

Unit Owners and their guests shall exercise extreme care not to create noises that may disturb occupants of other units including the use of musical instruments, radios, televisions, and amplifiers. It is the Unit Owner, as a member of the Association, who remains responsible for the conduct of residents, tenants, and guests.

Residents are also encouraged, whenever they feel comfortable, to engage others in a cooperative effort to resolve neighbor to neighbor concerns.

SIGNS

No signs are permitted within the community except the following which are permitted only within a Unit Owner's window:

- One (1) sign of customary and reasonable dimensions advertising a unit for sale or lease.
- Political signs for one or more political candidates or the sponsorship of a political party. Political signs shall not be placed more than 90 days in advance of the election to which they pertain and must be removed within 15 days after the election. All signs shall conform and comply with City ordinances.

*Absolutely no signs may be attached to the exterior of the buildings or installed in the common area.

RENTING & LEASING OF UNITS

Unit Owners may lease/rent a unit only in compliance with the Declaration and Bylaws of the Association. Unit Owners must be current on all assessments, special assessments, fines, interest, and other charges. Unit Owners with any outstanding amounts owed on their account for more than 30 days will be considered delinquent and will not be eligible to lease. Unit Owners must be in compliance with all provisions of the Association's governing documents, rules, and regulations.

If any Unit Owner desires to lease their unit, it is STRONGLY recommended that the Unit Owner conduct an appropriate background check prior to leasing their unit. Tenants and guests must abide by all House Rules in force. Unit Owners are required to provide their tenants with copies of the House Rules within 30 days of the date the House Rules are adopted and, for tenants who rent or lease after that date, at the time the tenant moves in. Unit Owners are also responsible for providing the Management Company with the names, telephone numbers, email addresses and car models/license numbers within 30 days of move in. Unit Owners are responsible for the conduct and actions of their tenants and guests, including but not limited to, compliance with the House Rules. All leases or rental agreements shall be in writing and specifically subject to the requirements of the Declaration and Bylaws. This agreement shall state that the tenant/lessee and their guests are responsible to abide by the Declaration, Bylaws, and rules and regulations of the Association. A copy of the Tenant Registration Form (available on the community website) must be provided to the Association annually. Unit Owner's current address and phone number, as well the phone number of the tenant/lessee must be provided to the Association.

Unit Owners may not lease or rent individual rooms or less than the entire residential unit and no unit may be used for hotel or transient purposes.

*Before leasing their unit, Owners must refer to the Association Move-In & Move-Out Policy and Rental Resolution for other requirements.

PETS

Household pets may be allowed with the prior written approval of the Board of Directors. Except for pets “grandfathered” by the Board of Directors prior to the adoption of the House Rules, these pets shall be limited to small dogs weighing no more than 30 pounds, cats, birds, hamsters, gerbils, and/or fish.

Consistent with existing Bylaws and Declaration, no more than one pet will be permitted per unit. In the event concerns arise regarding compliance with pet restrictions, the Board reserves the right to require Unit Owners to submit a Pet Permit, which must be approved by the Board.

Owners shall prevent the pet from causing any disturbance to other Unit Owners or residents. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. All pets must be leashed when outside the unit. Owners are responsible for the immediate cleanup of waste left by their animal.

Unit Owners are liable for any injuries or damages to persons or property caused by their animal.

No animals may be kept which, in the sole discretion of the Board, constitute a nuisance or annoyance to other Unit Owners or residents. Any such nuisance shall be corrected at the Unit Owner's expense. Furthermore, the Board shall have the right to require the removal of any such animal if the nuisance cannot be remedied.

INSURANCE

Each Unit Owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured by the Association master policy.

The Association master policy carries a \$10,000.00 deductible. In the event of a claim, the Association will seek to recover that deductible from the Unit Owners involved. Your responsibility for the deductible may be insured by your individual policy, subject to your own deductible, though you may need to add building coverage. Some insurers cover the claim under the loss assessment. Ask your personal insurance agent.

Unit Owners are required to name the Lakewood Loft and Condominium Association as an additional insured on their personal insurance policies.