

Retreat at Wilderrest Condominium Association

Rules and Regulations

Revised May 2015

The Board of Directors pursuant to the Bylaws of the Association adopts these Rules and Regulations

ALL OWNERS AND NON-OWNER OCCUPANTS, GUESTS, RENTERS OR RENTAL AGENCIES SHALL COMPLY WITH THESE RULES AND REGULATIONS. A COPY OF THESE RULES AND REGULATIONS SHALL BE AVAILABLE IN EACH UNIT.

1. Each unit may be used and occupied for residential purposes only.
2. No unlawful use of the property shall be permitted. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
3. The premises shall not be used in any way or for any purpose, which may endanger the health or unreasonably disturb the occupant of any unit (including bright or glaring light, loud or annoying sound, noxious or offensive odor). Occupants must exercise reasonable care in using kitchen devices (i.e., dishwashers, disposal units) and washers and dryers in such a manner and at such hours as may disturb others (usually between 10:00 p.m. and 8:00 a.m.). Smoking in the common interior hallway is prohibited at all times.
4. No owner shall permit any use of their unit or Common Elements, which shall increase the insurance premiums or result in the cancellation of the insurance of the property.

5. Any damage to Common Areas or common personal property caused by an Owner, guest or tenant shall be repaired at the expense of that unit Owner.

The treatment costs of any infestation of pests, including Bed Bugs that can be attributed to a specific owner, tenant or guest shall be the responsibility of the unit owner.

6. No fireworks of any kind shall be stored, carried, ignited, displayed or exploded on any part of the property, except as expressly authorized by the Board of Directors.

7. No firearms shall be discharged on the property.

8. No unsightly objects or nuisances, (including signs/posters) shall be erected, placed or permitted to remain on the premises ("open house", "for sale" and "for rent"). Placement of such signs will be permitted in the window by the front door only, but should be removed in a timely manner.

9. No fences, walls or other barriers shall be permitted.

10. No wiring or other installation (electrical, telephone, extension cords, television or radio antennae, air conditioning units, etc.) shall be placed on building exteriors.

11. No structure of a temporary nature (mobile home, recreational vehicle, tent or building) shall be placed or used on the property, either temporarily or permanently.

12. All parts of the property shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard to exist. Garbage and trash shall be disposed in the proper receptacles and shall not be allowed to stand or accumulate thereon. Garbage and trash may not be left in/on Common Areas.

13. No flammable materials shall be used for starting fireplace fires. Fireplaces shall not be left unattended.

14. No gasoline, motor oil or other flammable items shall be stored in the units.

15. Common sidewalks, driveways, entrances and passageways shall not be obstructed or used for any other purpose than ingress and egress. Personal property shall not be left or stored in/on Common Area. Appropriate outdoor patio furniture may be placed on the shared back deck with the understanding that others in the complex may use such furniture on the deck when the rightful owner is not using it.

16. The Association assumes no liability for nor shall it be liable for any loss or damage to articles left or stored in any unit or in/on Common Area.

17. No animals of any kind shall be raised or bred on the property.

18. Owners may keep dogs, cats or other animals as household pets, subject to the Rules and Regulations. However, if any pet proves objectionable because of noise or actions of an offensive nature, the Owner may be required to remove it from the property. No pet of an Owner shall be kept on/in the Common Area. Animals must be carried, walked on a leash or be under voice command by the Owner when in/on the Common Area.

19. Non-Owners are prohibited from having any animal in the unit or on the Common Areas unless they are the guests of the owners and the owners are residing in the unit during the same period of time.

20. Only propane gas and electric grills are permitted for barbecuing on the premises. All other types of grills are prohibited.

21. The decks and balconies shall be kept neat and tidy and shall not be used for open storage and hanging of garments or other articles inappropriate or inconsistent with normal deck and balcony use.

22. No occupant shall permit anything to be swept or thrown, nor permit mops, brooms, rugs, etc. to be shaken, out of doors, windows, off balconies or into hallways or stairways.

23. Firewood shall be stored only in recessed areas near unit entrances or in garages.

24. Any damage or expense resulting from water flow (e.g., from tubs, showers or damaged pipes within the Unit) shall be the liability of the unit Owner where the water originated.

25. UNDER NO CIRCUMSTANCES should anything penetrate the ceilings due to the radiant heating system. Damage to the unit, which will likely exceed \$1,000.00 will be the responsibility of the occupant.

26. No work of any kind shall be done upon the exterior of the building wall by any unit occupant.

27. No commercial type vehicles, campers, trailers, boats, recreational vehicles or trucks over ¾ ton shall be stored or parked on the property except as may be approved by the Board of Directors.

28. Any vehicle obstructing entrances, garages, dumpsters or fire hydrants will be towed immediately at the owner's expense.

29. Abandoned or inoperable vehicles (defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer) except as hereinafter provided, shall not be stored or parked on any portion of the property.

30. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the vehicle owner or posted on the unused vehicle if such vehicle has not been removed within (72) seventy-two hours. Thereafter, the Association shall have the right to remove the same without liability to it.

31. The expense of towing/storage shall be charged to the vehicle owner. If the vehicle owner is a member of the Association, the cost thereof shall be assessed to their next assessment due.

32. However, this shall exclude vehicles parked by Owners while on vacation for a maximum of 30 days. (The Association management company must be notified of make, model and license number of vehicle(s) being left in parking lot)

33. Vehicles shall be parked only within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

Vehicles not parked according to the Rules may be towed at the vehicle owner's expense.

34. Speed limit in all parking areas is 5 miles per hour.

35. No mechanical work on vehicles is permitted on Association property.

36. Owners are responsible for the actions of guests, tenants and agents (including rental agents and contractors).

37. All entry doors into each unit, including garages, will be keyed to a master key, which is retained by the management company. No owner or occupant shall alter any lock or install a new lock on any entry door into any Unit so as to take it off the master key system. When a key pad is installed on any entry door, including garages, the key code must be immediately provided to the management company.

38. Owners shall be responsible for providing keys or key codes to guests, renters or other persons entering with direct authority. If a rental company is involved, it shall be the agency's responsibility to distribute keys to the renter. At no time is the management company responsible for providing access to private condominium units. Only people authorized by an owner or rental agency will be given access to any unit.

39. Owners may lease or rent their unit, upon such terms and conditions as the owner may deem advisable, subject to the following:

a. Any such lease or rental agreement shall be in writing and shall provide that the lease is subject to the terms of the Retreat Declarations, Articles of Incorporation,

Bylaws of the Association and the Rules and Regulations and Policies of the Association.

b. Any failure of lessee or renter to comply with the terms of the Declarations, Articles or Bylaws or the Rules and Regulations or Policies of the Association shall be in default under the lease or rental agreement, enforceable by the Board of Directors.

c. The maximum number of lessees/renters per unit shall not exceed 2 people on leases that exceed 30 days duration.

d. A signed copy of each lease or rental agreement on leases that exceed 30 days duration shall be filed with the Board of Directors and the management company.

40. All owners are required to have an HO6 homeowners insurance policy covering their unit and maintain a current copy on file with the Association management company.

41. Disposal of all discarded furniture and appliances is the responsibility of the owner. They are not to be placed on the back deck or in the Association dumpster.

42. Heat management of garages in winter is the responsibility of the Unit Owner. The Association management company has the authority to set thermostats if necessary.

The following Policy Statements are incorporated into the Wildercrest Retreat Homeowners Association Rules and Regulations

