

OAK HILL CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

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RULES AND REGULATIONS
OF
OAK HILL CONDOMINIUM ASSOCIATION

A. INTRODUCTION

1. Oak Hill Condominium Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Regulations").

2. These Regulations apply to the owners of record of each Unit ("Unit Owner(s)" as well as their family members, tenants whether or not in residence, servants, employees, contractors, agents, and visitors and to any guests, invitees or licensees of such Unit Owner. Each Unit Owner should ensure that the forgoing individuals are made aware of these Regulations. In the event a Regulation is violated by any of the forgoing individuals and a fine or assessment is imposed, the fine or assessment is charged against the Unit Owner; if privileges are suspended or revoked, it is the privileges of the Unit which are revoked and which effect any person claiming the privileges of the Unit.

3. These Regulations apply to the entire Association Property.

4. The Executive Board reserves the rights to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Executive Board in accordance with the Act and the Association's Declaration and Bylaws.

5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act. In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern, with the Act superseding the Declaration.

6. Because a condominium combines proximate living with home ownership, it is imperative that each member of this community be aware and respectful of the rights of his/her neighbors and his/her own obligations. These Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.

7. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

B. RESTRICTIONS ON USE

1. No part of the Condominium shall be used for any purpose except housing and the related common purposes for which the Condominium was designed. Each Unit shall be used as a residence for a single family or housekeeping unit, its servants and guests, except for the commercial area portions of the Common Elements which shall be used for such commercial and office purposes as are permitted by law.

2. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism, exploitation or otherwise that has employees, contractors, customers and or clients visiting a Unit, shall be conducted, maintained or permitted on any part of the Condominium (home offices used for the convenience of unit owners are permitted). No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Condominium or in any Unit or any motor vehicle on property. No Unit shall be used or rented for transient, hotel or motel purposes. Exterior open house signs or directional signage of a size no larger than 18" X 24" may be posted on Association property. Interior signs shall be no larger than 3" X 5" and posted only in the entry foyers two (2) hours prior to a scheduled open house and no later than two (2) hours after open house is completed. The right is reserved by the Executive Board or the Managing Agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any Posted Mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

3. There shall be no obstruction of the Common Elements or Limited Common Elements. Nothing shall be stored on the Common Elements without the prior consent of the Executive Board except as herein or in the Bylaws expressly provided. No public hall shall be decorated or furnished by any Unit Owner in any manner.

4. Nothing shall be done or kept in any the Common Elements or Limited Common Elements which will increase the rate of insurance for the Buildings or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Unit owner shall permit anything to be done or kept in his/her Unit or on or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the Buildings or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit, Common Elements or Limited Common Elements or storage area. No waste shall be committed on the Common Elements or Limited Common Elements.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

B. RESTRICTIONS ON USE (cont'd)

5. All garbage and trash must be placed in the proper receptacles in either trash rooms or such areas as designated by the Executive Board and no garbage or trash shall be placed on any portions of the Common Element or Limited Common Elements. **The only exception will be for newspaper recycling materials, which are to be placed in a paper bag or tied and placed in the designated areas.** No garbage cans, containers or bags of any kind shall be placed in public halls; public walkways on the stair-step landings or any non-designated areas of the Common Elements.

6. Except in the recreational areas as may be designated by the Executive Board, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas of the Buildings or passageways, parking areas, sidewalks or lawns or elsewhere on the Common Elements. The recreational areas are limited to the clubhouse, health club, pool, tennis courts, basketball courts, playground and picnic areas. Use of those areas shall be subject to any additional rules applicable to those specific recreational facilities.

7. The bathrooms and toilets in the Buildings and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. If the Association repairs any damage or incurs any cost resulting from misuse of any of such apparatus, the cost shall be assessed to the Unit Owner violating these provisions.

8. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness. No one shall sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or balconies thereof, any dirt or other substance. If the Association repairs any damage or incurs any cost resulting from anyone sweeping, throwing or permitting to be swept or thrown from a Unit, or from the doors, windows or balconies thereof, any dirt or other substance, the cost shall be assessed to the Unit Owner violating these provisions.

9. Nothing shall be done in any Unit, Limited Common Elements or on the Common Elements which may impair the structural integrity of the Buildings or which may structurally change the Buildings nor shall anything be altered or constructed on or removed from the Limited Common Elements or the Common Elements, except upon the prior written consent of the Executive Board.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

B. RESTRICTIONS ON USE (cont'd)

10. No noxious or offensive activity shall be carried on in any Unit, Limited Common Elements or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or residents.

- a) No Unit Owner or resident shall make or permit any disturbing noises in the Buildings or do or permit anything, which will interfere with the rights, comforts or convenience of other Unit Owners or residents. All Units Owners or residents shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to unreasonably disturb other Unit Owners or residents. Despite such reduced volume, no Unit Owner or resident shall operate or permit to be operated any such sound producing devices in a Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall unreasonably disturb or annoy other residents of the Buildings. All exercise equipment must be equipped on noise mounting pads and can only be used between the hours of 6 a.m. to 10 p.m.*
- b) Contractors employed by Unit Owners shall only be permitted to work on Units between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday, except in the case of an emergency threatening the Unit or Common Elements.
- c) All common areas in the Terrace building, the clubhouse and the health club are designated as **NO SMOKING** areas.
- d) No noise or vibration shall be made or cooking or other odor created, nor shall any work or other thing be done which shall unreasonably disturb, annoy or interfere with the rights, comfort or convenience of other residents of the Buildings. All cooking equipment shall be used in such a way to prevent noxious odors or smoke from entering the hallways or permeating the Buildings.

11. Electric grills may be used on any balcony, patio, deck or terrace. However, no charcoal, propane or other cooking equipment, which uses a flame, shall be used or stored on any balcony, patio, deck or terrace or elsewhere on the Property.

12. No blinds, covers, or shades shall be attached to, hung in, or used in connection with any balcony, patio, deck or terrace. Draperies, shades, curtains or venetian blinds must be installed by each Unit Owner on all windows of their Unit and must be so maintained thereon at all times. Draperies, shades, curtains or blinds shall be lined in solid, pale pastels or neutral tones.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

B. RESTRICTIONS ON USE (cont'd)

13. No Unit Owner or resident shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit, Limited Common Elements or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items, except for such items as exist on the date hereof. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner or occupant beyond the boundaries of their Unit. A Unit Owner may, however, use a central radio or television antenna or cable facilities provided as a part of their Unit. No clothes line, clothes rack or any other device may be used to hang any items on any balcony, deck, patio or window nor may such devices be used anywhere on the Limited Common Elements or the Common Elements except in such areas as may be specifically designated for such use by the Executive Board. Balconies, decks and patios shall not be used as storage areas. No balcony, deck or patio shall be enclosed or covered by a Unit Owner without the prior consent in writing of the Executive Board even though some patios are screened-in as of the date hereof. All flower boxes and pots visibly displayed must be of natural wood or terra cotta (or terra cotta like material). They must be securely fastened if hanging over or sitting on balcony or deck railings. The Association reserves the right to inspect installations and require adjustments or removal where necessary.

14. No Unit shall be used for any unlawful purpose and no unlawful act shall be done or permitted in or upon a Unit or upon the Property.

15. No alterations shall be made to the balconies or patios without specific prior written approval by the Executive Board, which may be given subject to reasonable conditions.

16. The elevators regular operation shall not be interfered with.

17. The Unit Owner shall keep the interior portions of their windows in clean condition. Employees shall be made available during regular working hours to clean the interior/exterior surfaces at a fee to be set by the managing agent.

18. No waterbeds or other furniture filled with a liquid or semi-liquid substance shall be installed or used in any Unit.

19. No one shall enter upon the roof of any Building or home or permit anyone onto the roof of a Building or home.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

B. RESTRICTIONS ON USE (cont'd)

20. LEASING

- a) A Unit Owner may not lease his or her Unit to any tenant for an initial term of less than one year. Extensions or renewals of the initial lease to the same tenant may be for less than one year.
- b) A Unit Owner may only lease his or her Unit pursuant to a written lease. A copy of the written lease must be provided to the Management Office within ten (10) days of the start of any lease term.
- c) A Unit Owner will be held responsible by the Association for any violation of these Rules, the Bylaws or the Declaration by the tenant. The actions of a tenant may result in the imposition of fines against the Unit and/or the suspension of privileges to use Oak Hill amenities. The Unit Owner is responsible to inform his or her tenant of all Oak Hill Rules and Regulations and obligations of the Bylaws and Declaration.
- d) The Declaration prohibits the use of a Unit for transient or hotel purposes.

C. PET RULES

1. No non-domestic animal life may be raised, bred or kept in any unit or in the Common Elements. A maximum of two (2) dogs or cats or one dog and one cat may be kept in any Unit. No pet may be kept in a Unit if it exceeds a weight of 25 pounds. Small animals other than dogs or cats (including hamsters, birds, reptiles, amphibians and fish) may be kept in a Unit as household pets provided that such permitted species are not kept for any commercial purposes. Dogs or cats in excess of the permitted number and/or weight which are owned by grantees of Declarant at the time of conveyance of the Unit may be kept by such grantees, but may not be replaced.

2. Any Unit that is to be leased on or after September 4, 1996 or that has a lease or any occupancy agreement of any kind that is renewed or re-enacted on or after this time, must provide that **NO PETS ARE PERMITTED** in the Unit at any time.

3. No Unit that is occupied by a person other than a Unit Owner may be permitted to have in their Unit, for any period of time, any pets. This includes pets brought by guests or visitors.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

C. PET RULES (cont'd)

4. A pet may be kept in a Unit so long as it is not a nuisance. Actions, which will constitute a nuisance, include, but are not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness. Actions which constitute a nuisance shall also include: permitting, at any time, a dog **or cat** to be on any Common Element or Limited Common Element without a leash; permitting at any time, a dog **or cat** to be on any Common Element or Limited Common Element that jumps on any person or other animal; permitting, at any time, a dog **or cat** to relieve itself inside any building or part of Common Element or Limited Common Element posted **“NO DOG WALKING PERMITTED”**; failing to pick up and properly dispose of a dog's **or cat's** fecal droppings left on any Common Element or Limited Common Element where dog walking is permitted.

5. All pets must be registered and inoculated as required by law and in accordance with state and local ordinances and registered with the Association. Fish do not need to be registered.

6. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

7. Pet owners are fully responsible for personal injuries and/or property damage caused by water damage as a result of breakage and/or leakage of a fish tank.

8. In light of possible health problems of some residents, i.e., allergy or phobia, pets other than support or guide animals should not be transported in any passenger elevator in which a passenger or a person awaiting use of the elevator objects to the presence of the pet in the elevator. Entering and exiting the Terrace Buildings with pets, except support or guide animals, is limited to any entrance other than the main/lobby entrance. Pets are not permitted in the lobbies of the Terrace Buildings, with the exception of support or guide animals.

9. Pets are not permitted in the swimming pools, play ground, picnic areas, health club, Club House or the tennis courts and such other areas as have been or may be designated as no pet areas by the Executive Board with the exception of support or guide animals.

10. Four-legged pets may not be walked or exercised in the halls except for support or guide animals. All pets must be kept on a leash and accompanied by a responsible person when outside of the Unit.

11. Pet owners must exercise proper care and custody over the pet to ensure the health and welfare of the other residents of the Buildings and preservation of the Buildings and grounds.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

C. PET RULES (cont'd)

12. Pet owners must promptly clean up their pet's droppings in all areas of the Property. Droppings in the Common Elements shall be removed by using the designated disposal system. Pet owners are responsible for correcting any damages and/or housekeeping measures as a result of said droppings or urination.

13. The Association may establish such fees, as it deems appropriate.

14. FINES. The Association will impose a fine of \$25.00 for each violation of the provisions of this Section. This may include the imposition of a fine on a daily basis until the violation ceases as determined by the Association.

D. PARKING AND STORAGE

1. All personal property placed in any portion of the Buildings or any place appurtenant thereto, including, without limitation, the storage areas, shall be at the sole risk of the owner of such property and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Any Unit Owner or resident may use the common storage rooms, if a storage area is assigned to their Unit, without charge for the storage such items as trunks, suitcases, boxes, snow tires and other items permitted by the Executive Board. The storage area may not be used for highly flammable, noxious or hazardous materials or any item, which may present a fire or other hazard. The Association may require that any item which it deems to be a hazard be removed from the storage area or room.

2. Should an employee of the Association at the request of a Unit Owner or resident move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Unit Owner or resident. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

3. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, vans, (with the exception of designated passenger use vans), stretch cars, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Executive Board. All vehicles must have current license plates, current registration stickers, and current inspection stickers and be in operating condition. No vehicles shall be parked on the Condominium property with conspicuous "For Sale" signs attached. No washing, repairing or servicing of vehicles is permitted in the parking areas or on any Common Element or Limited Common Elements. All vehicles must be parked in the designated spaces and between the lines.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

D. PARKING AND STORAGE (cont'd)

4. Commercial vehicles: No Unit Owner or other resident shall park, store or keep within the Property any commercial motor vehicle.

The Association defines commercial vehicle as including any of the following:

- A vehicle that has a gross vehicle weight of 26,001 or more pounds.
- A vehicle designed to transport 16 or more passengers, including the driver.
- A vehicle that displays a commercial license plate or registration plate.
- A vehicle displaying any form of advertising (i.e., wording or logos, phone numbers, signs etc.) of a business or organization on the interior or exterior of the vehicle.
- Vehicles with dual rear wheels.
- A vehicle with a hydraulic lift bed of any type.
- Vehicles with an extension of any type beyond the rear bumper excluding a standard ball and hitch attachment utilized for towing a non-commercial trailer.
- A vehicle with a plow blade.
- Vehicles with a front or rear bumper higher than 18" inches, measured from the ground to the bottom of the bumper.

Commercial vehicles of contractors performing services for a resident of the Association are permitted to be parked in the common area so long as they are performing services. Under no circumstances may such vehicles be left overnight.

5. All parking and traffic regulations posted by the Association or by municipal authorities are to be observed at all times.

6. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle shall be illegally parked or abandoned on the Property, the Association shall be held harmless by such Unit Owner or vehicle owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability, which may be imposed on the Association as a result of such illegal parking or abandonment, and any consequences thereof.

7. In addition to all other rights, which the Executive Board has for non-payment of assessments, the Executive Board shall have the right to bar the use by a Unit Owner, tenant or occupant of the parking facilities for failure to make payments of any assessments or fees due.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

D. PARKING AND STORAGE (cont'd)

8. Handicapped parking: The Association may designate certain parking spaces or facilities for use solely by vehicles with handicapped registration plates or handicapped parking placards. The spaces and facilities will be clearly marked as being reserved solely for handicapped parking. Residents parking in such spaces or facilities without the appropriate plate or placard will be subject to both fines and having their vehicle towed, without warning, at their expense.

The first fine will be assessed in the amount of \$25.00; the second fine will be assessed in the amount of \$50.00 and the third and subsequent fines will be assessed in the amount of \$75.00.

9. Registration: Every resident shall register any vehicle that will be parked on the Property on a form provided by the Association. Upon acceptance of the registration form, each registered vehicle shall be issued a permanent parking sticker, which needs to be displayed on the vehicle as instructed by the Association. The maximum number of permanent parking stickers issued per home for vehicles is as follows:

- a) A one (1) bedroom unit shall be issued a maximum of two (2) parking stickers
- b) A two (2) bedroom unit shall be issued a maximum of three (3) parking stickers
- c) A three (3) bedroom unit shall be issued a maximum of three (3) parking stickers

10. Towing: Vehicles parked in violation of these Rules and Regulations may be towed away at either the Unit Owner's or vehicle owner's sole risk and expense.

E. ENTRY INTO UNITS

1. Each Unit Owner shall provide to the Association and the Association shall have the right to keep, a working copy of any key(s) required to gain entry to such Unit. Each Unit Owner is responsible to provide the Association with updated keys in the event locks are changed or added to their Unit. These key(s) ("Emergency Keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other condition, which may adversely affect the Common Elements or other Units. The Association shall establish and implement, subject to prior approval of the Executive Board, procedures and controls to insure the proper use of such Emergency Keys. In no event shall such Emergency Keys be removed from the locked box and used to facilitate entry to a Unit for purposes other than those noted above.

Unit Owners may provide to the Association an additional working copy of any key(s) to a Unit for casual or non-emergency entry ("Convenience Keys"). Such keys shall be similarly coded and secured and released only upon written authorization of the Unit Owner.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

E. ENTRY INTO UNITS (cont'd)

No Unit Owner or resident shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a Unit without the prior written consent of the Executive Board. If no Emergency Key is provided to the Association or if the Unit Owner, or resident through the installation of alarms, security systems or other locks, prohibits or obstructs entry to their Unit, the Unit Owner shall be responsible for the actual costs or damages incurred by the Association in gaining entry into the Unit.

2. The agents of the Executive Board and any contractor or workman authorized by the Executive Board, may enter any Unit at any reasonable hour of the day after notification (except in case of emergency in which case entry may be immediate and without notification) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

3. A charge of \$25.00 will be made for opening a Unit Owner's or occupant's door at such Unit Owner's or occupant's request, between five o'clock p.m. and eight o'clock a.m. when such request requires the assistance of an employee of the Association. If a request is made within thirty (30) days of a prior request, the charge will be \$50.00. If there is a third and any subsequent request made within thirty (30) days of the last request, the charge will be \$75.00. If a Unit Owner or occupant gains access to their Unit prior to arrival of the Association employee, then the Unit Owner or occupant must call to cancel the request. If this request is not canceled and the employee arrives to provide the service, then the charge will still be imposed.

4. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the person leaving such items assumes the sole risk therefor and such person, not the Association, shall be liable for injury, loss or damage of, any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be permitted by the Management Office without the prior written permission of the Unit Owner or resident accompanied by a written waiver of all liability in connection with such deliveries.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

F. RECREATIONAL FACILITIES

1. All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No person shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each Unit Owner or resident shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner or resident arising out of or related to the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.

2. In addition to all other rights, which the Executive Board has for nonpayment of assessments, the Executive Board of the Association shall have the right to bar the use by any person of any of the recreational facilities for failure to make payment of any assessments or fees due.

G. MOVING/DELIVERIES

1. **Moving.** Anyone moving into or out of a Unit must do so in compliance with these Rules and Regulations.

2. **Time.** To preserve the quiet enjoyment of the Association's residents, moving is restricted to the following hours:

Monday – Friday	8:00 a.m. - 5:00 p.m. (but no moving on legal holidays)
Saturday	10:00a.m. – 3:00 p.m. (only with the prior written approval of Management)
Sunday	No moving or deliveries permitted.

3. **Notice to Management.** No move shall be conducted unless Management has been notified at least seven (7) days in advance, in writing, of the proposed date and time of the move.

09/11/2002

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

G. MOVING/DELIVERIES (cont'd)

4. **Moving Fees.** The Association imposes a non-refundable moving fee on both move-ins and move outs. Moving fees must be paid prior to the move. The moving fee is as follows:

Weekdays -- Unit Owners	\$ 50.00
Weekdays -- Renters	\$ 75.00
Saturday -- All Residents	\$175.00

5. **Deliveries.** All residents must arrange for deliveries (that are not handled by the package room) to be made during the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday and 10:00 a.m. through 3:00 p.m. on Saturday. Residents must notify the Management Office in advance of all deliveries to enable the proper protection of Common Areas. This service is provided at no charge to the Resident. The Association will not accept deliveries of oversized packages or accept multiple packages unless prior arrangements have been made with the Management Office.

6. **Conduct.** Moving and deliveries should be conducted in the least disruptive manner possible. Moving vehicles (including cars) should minimize blocking access to any building or home entrance or the roadways. Damage to the Common Area resulting from any move will be assessed against the Unit Owner.

7. **Prohibited Sales.** Estate sales, moving sales, house sales and the like are not permitted at any time.

8. **Elevator Use.** Permission for transporting large items in the elevators must be obtained from Management in advance. This will allow the Association to install (at no charge) elevator pads. Failure to obtain approval will result in the imposition of a fine in the amount of **\$100.00** and the Unit Owner's account being charged for any damage to the Common Area resulting from the transportation.

9. **Lobbies and Common Elements.** Residents are not permitted to use the lobbies or Common Elements (balconies, patios or lawns) during moving and deliveries. All items must be transported to or from the **East and West Terrace buildings by the side entrances** and the **North and South Terrace buildings by the rear/back entrance if using the elevator and by the side entrances if using the steps.**

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

G. MOVING/DELIVERIES (cont'd)

10. **Fines.** The Association will impose the following fines against a Unit Owner/resident who violates these Rules:

Moving without Association approval	\$500.00
Moving before or after restricted hours	\$ 50.00 for each hour before or after the permitted period until moving is terminated
Breach of security (Security or exterior building doors MUST NOT be propped open or left unattended)	\$250.00
Use of Lobbies or Common Elements during move	\$250.00

H. CONSIDERATION IN USE OF UNITS

1. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction.

2. Unit Owners and residents are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus, which may cause overflow of suds in any Unit, or in any central waste disposal system.

3. Unit doors opening into the public halls and building entry doors shall be kept closed and secured at all times except when in use. Windows and balcony or patio doors must be kept closed during air-conditioning season while an air conditioner is in use in order to prevent condensation from forming in the Unit's cooling mechanism and causing damage to carpets and floors.

4. All contractors performing work or alterations in or on a Unit or Limited Common Element that has a contract price or reasonable value in excess of \$500.00 shall complete a Contractors Agreement Form and file a certificate of insurance and indemnity with the Management Office, which certificate must be approved by management before said contractors may begin work on the property.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

H. CONSIDERATION IN USE OF UNITS (cont'd)

5. All contractors, regardless of whether they are required to register under **Section 4**, shall be restricted to working within the Property between **Monday through Saturday** between the hours of **8:00 a.m. to 6:00 p.m.**

I. GENERAL

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board. No fences may be erected around or on the Common Elements.

2. Solicitation is not permitted in the Buildings or on the Property. If any Unit Owner or resident is contacted by a solicitor on the Property, the Association should be notified.

3. Any new washers or dryers, as well as change in the size of same, requires Association approval. Portable washers, dryers and dishwashers are prohibited. All new and existing washing machine installations must have "**FLOOD CHEK**" hoses installed in place of the standard hoses. In order to be in compliance, a Unit Owner must retrofit any/all existing washing machines currently installed in your Unit. All dryers shall be vented to areas designated by the Association in accordance with the type of dryer.

4. All persons shall be properly attired when appearing in any of the Common Element portions of the Property.

5. The appearance of the Units, patios, decks and balconies shall conform to the Association's standards of integrity and appearance. Each Unit Owner is fully responsible for maintaining the Unit and Limited Common Elements appurtenant to such Unit in a good state of upkeep and cleanliness. If the Association and/or Management has to intercede to maintain said premises, the Unit Owner shall be charged for such service.

6. No Unit entry doors or public areas shall be decorated or furnished by any Unit Owners, or other persons. A resident may identify their Unit only with a nameplate in accordance with standards set by the Executive Board. No other signs of any type may be displayed on any exterior portion of the Unit, Common Elements, or Limited Common Elements. Observance of appropriate religious customs on the door or doorframe is permitted. Holiday door decorations are permitted in observance of good taste during the holiday season on entry doors and patio doors and windows.

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RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

I. GENERAL (cont'd)

7. Parents shall at all times be responsible for their children while they are in the Units, Limited Common Elements, and Common Elements. No one is permitted to play in the shrubs or flowerbeds, and must refrain from riding or wheeling bicycles, skate boards, scooters, and roller blades or skating within the Buildings.

8. Each Unit must maintain a constant minimum temperature of at least 50 degrees during the cold weather months in order to prevent pipes from freezing, etc. This minimum temperature applies to all Units, whether or not occupied.

9. Gas service is separately submetered by the Association and billed to each Unit Owner on a monthly basis. Payment of the invoice is due at the time that the condominium fees are due. The Association may terminate gas service to any Unit when the Unit Owner fails to pay the invoice within thirty (30) days from the billing date for his/her gas service and then (10) days after written notice has been sent to the Unit Owner notifying the Unit Owner of default.

10. If a Unit Owner employs a rental agent, property manager, or similar agent of any kind, such agent or manager must register with the Association. Absent such registration, the Association will not recognize such agent or manager as being authorized to represent a Unit Owner.

*11. At the time a unit owner of a 3-bedroom unit in the Estates replaces their existing hot-water heater, regardless of size, the unit owner must install automatic water shutoff valves (Wags model #7200-1 by Taco or current specifications as designated by the Management Office) on the supply side of the hot-water heater.

J. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. Management shall appoint nine (9) Unit Owners to serve as members of the Association's "Internal Dispute Resolution Committee". The Executive Board shall select the chairperson of the Committee. Three members shall constitute a quorum and a majority vote of the quorum present shall be required for any Committee decision. No member of the Committee may concurrently serve on the Executive Board.

2. The "Internal Dispute Resolution Committee" shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

J. THE INTERNAL DISPUTE RESOLUTION COMMITTEE (cont'd)

3. Upon receipt of a written and signed Complaint Form (to be provided by Management Office) and if the Management Office has not resolved the dispute to the complainant's satisfaction within seven (7) days, the Committee shall then give the alleged violator at least ten (10) days advanced notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted and mailed to the record address of any non-resident Unit Owner. The hearing shall be held no more than sixty (60) days after the formal complaint has been filed with the Committee.

4. The hearing shall be conducted as an informal, quasi-judicial proceeding open to all residents. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription. A copy of the transcript must be provided to the Committee at no cost to the Committee.

5. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved in any other respect.

6. After a full hearing on the dispute, the Committee shall make a written report to the Executive Board and shall recommend sanctions or corrective actions where appropriate. The following sanction schedule shall serve as a guideline, depending on the seriousness and frequency of the violation.

- (a) Reprimand/warning
- (b) \$25.00 Fine
- (c) \$50.00 Fine
- (d) \$100.00 Fine
- (e) \$200.00 Fine
- (f) Any of such Fines per day or per occurrence, as appropriate

7. After receipt of the Committee Report at the next regularly scheduled meeting of the Executive Board, the Executive Board shall ratify the Committee decision and recommendation, unless the Executive Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

J. THE INTERNAL DISPUTE RESOLUTION COMMITTEE (cont'd)

8. In the event the Executive Board does not ratify in accordance with paragraph 7, the Executive Board may request written statements from all interested parties and after receipt of those statements at its next regularly scheduled meeting, may issue sanctions or corrective actions as the Executive Board deems appropriate or necessary.

9. Any objections to fines or sanctions imposed by the Executive Board or Management must be made within twenty (20) days of the fine or sanction being assessed to the Executive Board. Upon receipt of written challenge, the fine or sanction imposed shall be stayed pending a review by the Executive Board at its next regularly scheduled meeting.

10. Decisions of the Executive Board in these disputes are final as set forth in the Declaration.

11. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Committee and the Executive Board before he/she may seek redress in a court of law.

K. FINES

1. Except as otherwise noted in these Rules and Regulations the Executive Board may assess fines on a daily, weekly or monthly basis, for the violation of any of these regulations as the Executive Board in its discretion deems appropriate.

RULES AND REGULATIONS OF OAK HILL CONDOMINIUM ASSOCIATION

L. COLLECTION OF CONDOMINIUM FEES

1. Any condominium fee, utilities or maintenance not received within five (5) days after becoming due, shall accrue a late charge in the amount of ten percent (10%) of the overdue assessment. In addition, all overdue amounts shall accrue interest at the rate of twelve percent (12%) per annum.

2. A Unit Owner will also be obligated to pay all expenses of the Association, incurred in the collection of any delinquent assessment by legal proceedings or otherwise including reasonable attorney's fees.

3. Any delinquent Unit Owner shall also be obligated to pay any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as provided in the Declaration, By-laws and Rules and Regulations.

4. The Association may, in addition to all other remedies permitted to it, accelerate all other charges in monthly assessments to become due within the calendar year in which a Unit Owner is in default in the payment of assessment for more than sixty (60) days.

M. INSURANCE

1. Oak Hill Condominium Association's property insurance pursuant to Article 15.1 of the Oak Hill Condominium Association Declaration of Condominium shall contain a deductible provision in an amount not to exceed \$5,000.00 and the Unit Owner shall be liable and responsible to pay for the first \$5,000.00 of any property damage to the Unit Owner's Unit. Upon the occurrence of a "loss" the Unit Owner shall advise his or her property insurance carrier and the Association as soon as practicable.