

RULES AND REGULATIONS

Graymoor Estates Patio Homes Condominiums

Preamble. These Rules and Regulations have been adopted by the Board of the Graymoor Estates Patio Homes Condominiums Council, Inc., the corporation administering the condominium development known as Graymoor Estates Patio Homes condominiums.

Living in a condominium regime has features in common with three familiar forms of association -- a government, a business, and a neighborhood. As a government, the Corporation administering the condominium, which includes each owner as a member (voter), has the power to assess fees against condominium units and their owners (like a tax) and the power to prescribe certain behavior when various members (unit owners) come into contact with each. Like a business, the Corporation administering the condominium regime has a duty to take actions in the best interests of all members and to make decisions on a sound fiscal basis. Like a neighborhood, members (unit owners) must necessarily interact with others in the neighborhood and should always attempt to act in a fair and reasonable manner towards their neighbors to promote the common good of the neighborhood.

These Rules and Regulations, as may be amended from time to time, have been adopted to provide guidance in all these associations, along with the other constituent documents of the condominium regime, the Master Deed and Declaration of Condominium Property Regime, as amended from time to time ("**Master Deed**"), the Articles of Incorporation of the Graymoor Estates Patio Homes Condominiums Council, Inc., as amended from time to time ("**Articles**"), and the Bylaws of the Graymoor Estates Patio Homes Condominiums Council, Inc., as amended from time to time ("**Bylaws**").

The terms used in these Rules and Regulation have the meaning given them in the Master Deed; the phrase "common area" means "common elements" as used in the Master Deed, both limited and general.

1. **Residential.** Each condominium unit shall be used only for single family residential purposes.
2. **The Law.** Nothing shall be done or maintained in any Condominium Unit or upon any common elements, which would be in violation of any law.

January 2, 2004

Your new board wishes to provide the homeowners with the following update information:

- **FINANCIAL:** As of January 1, 2004, the homeowner association has a total of \$13,298.67 deposited in its US Bank account. This includes \$1,059.27 in the checking account and \$12,239.40 in the savings account.

All condominium fees for the year 2003 were collected and all known bills have been paid.

- **MANAGEMENT COMPANY:** The board has voted and approved JBM Properties, Inc. as the property management company effective February 1, 2004. This company will be responsible for collecting all fees, paying of bills and enforcement of rules and regulations.

You will be receiving information from JBM in the next few weeks with instructions on how to pay your February fees and other matters.

The board feels that JBM will relieve the owners of a lot of the time consuming management activities and will insure that the value of our home investment is protected and continues to grow.

- **RULES AND REGULATIONS:** As everyone is aware, the attached revised Rules and Regulations were approved by the homeowners in December to become effective January 1, 2004. The board has voted to approve a grace period of 30 days for full compliance.

Please read the revised Rules and Regulations carefully and take any necessary corrective action to be in compliance by February 1, 2004 when JBM Properties will assume responsibility for property management.

Please contact any of the new board members if you have any questions about any of this update information.

Your Board

3. **Leases.** Condominium units may be leased, but any lease must be in writing, and must be expressly made subject to the Master Deed, the Articles, the Bylaws and these Rules and Regulations, as may be amended from time to time. A copy of any lease must be delivered to the Board (rent may be redacted). As set forth in the Bylaws, no tenant shall have any right to vote unless the owner(s) of the condominium unit gives such tenant a written proxy in accordance with the Bylaws. Leasing a unit does not limit the responsibility of the unit owner to comply with the Master Deed, the Articles, the Bylaws, and the Rules and Regulations. By way of example, a lease that requires a tenant to pay the assessments against the unit in no way absolves, as between the unit owner and the Council, the unit owner from responsibility for the payment of those assessments.
4. **Common Areas. Nothing**, including without limitation decorating material and landscaping material, shall be placed in the common areas without the prior written approval of the Board and then only for such times and subject to such conditions as may be imposed by the Board. No baby carriages, bicycles, motorcycles or other items of personal property shall be left unattended in the common areas. Any items of personal property left in any common area, with or without the permission of the Board, shall be at the sole risk of loss of the owner thereof; neither the Board nor the Council shall have any responsibility or liability for the loss, damage, destruction or theft of any such property. These items should be kept either in the unit, in the garage, or inside the patio fence area.
5. **Mountings/Hangings. Nothing** including without limitation plants, pictures, flags, plaques, etc. shall be mounted or hung on the exterior walls of the buildings without the prior written approval of the Board and then only for such times and subject to such conditions as may be imposed by the Board. Display of the American flag will be permitted on Memorial Day, 4th of July, Flag Day and Veterans Day.
6. **Plantings/Landscaping.** The planting of plants, flowers, trees, shrubbery, and crops or landscaping of any other type is prohibited in the general common elements without approval by the Board. All plantings within the limited common areas (patios) shall be the responsibility of the affected owner. Provided, however, the Board shall have the authority to properly maintain neglected limited common areas. The costs of such maintenance, after notice to the owner, shall become a special assessment against the affected unit.
7. **Noise.** Unit owners shall not make or permit to be made any disturbing noises, which will unreasonably interfere with the rights, comfort and convenience of other unit owners. All unit owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument sufficiently reduced so as not to disturb others.
8. **Cleaning.** No outside clotheslines shall be erected or placed anywhere in the condominium regime. Unit owners shall not throw trash or other matters into the common areas, nor shall they shake mops, brooms or other cleaning material out of the doors or windows, nor shall they hang anything out of the windows or doors.
9. **Attire.** All persons shall be properly attired when in the common areas.

10. **Nuisances.** No noxious or offensive or illegal trade or activity shall be conducted in any unit or in the common areas (elements) of the condominium regime, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No hazardous or toxic wastes or highly inflammable materials or explosives shall be kept in any unit or in the common areas or limited common areas.
11. **Animals.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the common areas (elements) of the condominium regime, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. When not in a unit, any such acceptable pets must be on a leash and at all times under the control of a resident and so long as the owner or handler of such pet cleans up and removes any animal feces from any area in which it is deposited. The Board may impose a fine of not more than \$10 on any unit owner not abiding by this requirement.
12. **Receivers/Transmitters.** No antenna or microwave or other receivers or transmitter (including those currently called "satellite dishes") shall be erected or placed in any unit or in any common areas (elements) of the regime, unless the design, placement and screening are approved by the Board in writing.
13. **Signs.** No signs for advertising, including without limitation signs advertising the sale or rent of a Unit, or for any other purpose shall be displayed anywhere in the common areas (elements), except one sign advertising the sale of a Unit, which sign shall not be greater in area than nine (9) square feet.
14. **Trash.** No common areas (elements) shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept in any unit or in the common areas (elements) except in sanitary containers and in areas designated by the Board. Trash and garbage containers shall not be permitted to remain in public view except at garbage pick-up points on scheduled pickup days.
15. **Owner Parking.** No vehicle of any sort including a truck, pickup truck, van, car, SUV, motor home, recreational vehicle, bus, trailer, boat or inoperable vehicle shall be regularly parked over night anywhere in the Regime except in a Unit owner's garage.
16. **Visitor Parking.** Guest may use common parking areas for a reasonable time (not to exceed seven days without Board approval).
17. **Parking Regulations.** All Unit Owners must observe and abide by all parking regulations as adopted by the Board or local authorities. Vehicles parked in violation of any parking rules or regulations will be towed away at the owner's sole risk and expense with the cost of moving or towing being added as a part of the responsible Unit Owner's maintenance charge. Violators of parking regulations committed within the Graymoor Estate Patio Homes may be subject to the levy of a fine of up to \$25.00 per incident by the Association.

18. **Damage.** Any damage to the equipment, facilities or grounds of the common elements caused by a Unit Owner, his family or pets shall be repaired at the expense of the Unit Owner.
19. **Insurance.** In compliance with the Master Deed of Graymoor Estate Patio Homes, each Unit Owner shall provide the Board with a Certificate of Insurance from his insurer, showing that he has the required property and comprehensive personal liability insurance in effect, said certificate to provide thirty days notice to the Board prior to cancellation of insurance.
20. **Monthly Fees.** Monthly maintenance fees are due on the 1st of every month. There shall be a 10% late payment penalty assessed on any payment made after the 5th day of each month and another 10% penalty assessed each thirty days thereafter.

Effective: January 1, 2004

GRAYMOOR MASTER DEED
INTERPRETATIONS

1. Animal in an attic of unit- Owner's responsibility because the attic area serves that unit only (not a common attic with any other unit). Attic is defined as a limited common element (Section 1.3) and because it is connected to and serves only that unit it is the responsibility of the owner. (Section 1.4)