

**RULES and REGULATIONS OF EDGEWATER BLUFF VILLAS
and
CONDOMINIUM OWNERS' ASSOCIATION, INC.**

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	Introduction	1-RR
II	Definitions	1-RR
III	Rules and Regulations	
	1. Animals	2-RR
	2. Bird Feeders	2-RR
	3. Clubhouse	2-RR
	4. Common Elements	2-RR
	5. Entrance, Foyer, Stairway, Hallway, Intercom	2-RR
	6. Entry	2-RR
	7. Exterior Lighting	3-RR
	8. Faucets	3-RR
	9. Fence	3-RR
	10. Fire Pits	3-RR
	11. Grilling	3-RR
	12. Hazardous Waste	3-RR
	13. Insurance	3-RR
	14. Landscaping	3-RR
	15. Laundry	3-RR
	16. Limited Common Areas	3-RR
	17. Method of Addressing Concerns, Modifications, or Exceptions	4-RR
	18. Mortgages	4-RR
	19. Noise	4-RR
	20. No Vested Interest in Operating/Reserve Funds	4-RR
	21. Owner Responsibilities	4-RR
	22. Record of Ownership	5-RR
	23. Satellite Dishes	5-RR
	24. Signage	6-RR
	25. Unit Leasing	6-RR
	26. Unit Usage	6-RR
	27. Vendors	6-RR
	Unit Owner/Renter Maintenance Tasks	6-RR
	Consequences to Rule Violation	7-RR

Rules and Regulations of Edgewater Bluff Villas Condominium Owners' Association, Inc.

August 15, 2019 Revision

I. Introduction

The governing documents of the Association are the Declaration, the By-Laws, and the Rules & Regulations.

Declaration – Takes precedence and is consistent with State Law.

By-Laws – Our governing document, but must comply and cannot be in conflict with the Declaration.

Rules & Regulations - Our agreed upon restrictions to provide a safe and harmonious environment for all residents.

The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation and maintenance of the Units, the common areas, and the facilities by the Unit Owners and their respective tenants, guests and other occupants or users of the property. Such rules and regulations of the association shall not be inconsistent with the terms of the Declaration and shall be designed to further preserve the property value of the Units and the common area. Rules should be reviewed annually at the Annual Association Meeting where the membership shall have an opportunity to voice concerns or support for any rules enacted since the last annual meeting.

II. Definitions

Common Areas – All areas not included in Unit.

Limited Common Areas – Those areas reserved for the exclusive use of one or more, but less than all, of the Unit owners. Such Limited Common Elements shall consist of all balconies, decks, patios, attics, crawlspaces, foyers, hallways, stairways, and exits adjacent to and having direct access to the Units to which they are appurtenant.

Unit – A Unit is that part of a building intended for individual lodging purposes, comprised of one or more cubicles of air at one or more levels of space. (See Declaration, Article IV for further definition/description of a Unit.)

III. Rules & Regulations

1. **Animals** – Each Unit Owner may maintain upon his/her property no more than one dog, or two cats, or one dog and one cat. A fully mature animal shall not exceed approximately 20 lbs. for an upper Unit. Dogs, cats and other pets must be kept on a leash and under control when not confined to the Unit Owner's limited common area. No pet shall be left outside the living Unit unattended or unleashed. All animal fecal waste shall be immediately and properly disposed of. No structure for the confinement of an animal or bird may be maintained outside the Unit. Pets should not make an unreasonable amount of noise or otherwise be a nuisance. Residents are responsible for pets of guests who visit. If any pet causes damage to any area outside the Unit, repair or replacement cost falls on the Unit Owner.
2. **Bird Feeders** – Bird feeders should be located in the non-landscaped areas of the property. Liquid feeders (hummingbird and/or oriole feeders) may be located on upper and lower decks.
3. **Clubhouse** – Refer to Clubhouse Regulations on the bulletin board in the Clubhouse.
4. **Common Elements**
 - a. No Unit Owner shall permit the Common Elements to be used so as to deny other Unit Owners the full use of such.
 - b. Nothing shall be stored in or on Common Elements without prior consent of the BOD.
 - c. Common areas shall be maintained by the Association.
 - d. No alterations may be made to common property without the prior consent of the Board of Directors. Requests for alterations should be made on a form available in the front pocket of this notebook or in the clubhouse and given to a Director for action at the next Board of Directors' meeting.
5. **Entrance, Foyer, Stairway, Hallway, and Intercom** – Shared areas are considered Limited Common Elements. Crawl spaces and attics are considered to be Common Elements for maintenance/repair purposes.
6. **Entry** – The Board of Directors maintain the right to enter a Unit without Unit Owner permission in the event of an emergency.

7. **Exterior Lighting** – Unit Owners may decorate their decks or porches. All seasonal decorations shall be removed in an appropriate time frame.
8. **Faucets** – Connections are to be removed from the end of October to the beginning of April.
9. **Fence** – Residents are not allowed across the fence by the bluff.
10. **Fire Pits** – Reserve community fire pit area by signing up on the calendar in the clubhouse. Portable propane fire pits are allowed and must be taken in after use.
11. **Grilling** – Gas or charcoal grills or other outdoor cooking equipment may be utilized by Unit Owners at least 8 feet away from a building. Grills are not permitted on decks or porches.
12. **Hazardous Waste** - No hazardous waste shall be kept on common property. In addition, nothing may be done on EBV grounds which would cause Association Insurance rates to increase, claims be denied, or be in violation of any law or ordinance.
13. **Insurance** – Each Unit Owner shall compensate the Association and every other affected Unit Owner against all losses resulting from damages of personal or common areas caused by that Unit Owner, his/her lessees, or guests. All Unit Owners shall arrange to provide the Board of Directors evidence of insurance coverage of not less than \$75,000 of replacement value in case of a total loss, as well as not less than \$300,000 of liability coverage.
14. **Landscaping** - Refer to Landscaping Directives on bulletin board in Clubhouse.
15. **Laundry** - No clothes, sheets, blankets or laundry of any kind shall be hung out or exposed on any part of Common or Limited Common Property.
16. **Limited Common Areas** – Limited Common Areas are to be maintained in good order by the Unit owner appurtenant to them.

- 17. Method of Addressing Concerns, Modifications, or Exceptions -**
Unit Owners wishing to address concerns regarding R&R as well as modifications and exceptions to R&R should submit such concerns to the Board of Directors in writing.
- 18. Mortgages –** Any Unit Owner who mortgages his/her Unit shall notify the Board of the name and address of his/her mortgagee and also of any release of such mortgage. The secretary shall maintain all such information in the record of ownership of the Association. The Board, at the request of any mortgagee or prospective purchaser of any Unit shall report to such person the amount of any assessment against such Unit then due and unpaid.
- 19. Noise –** Unit Owners should refrain from any activity that creates a nuisance to neighboring residents.
- 20. No Vested Interest in Operating or Reserve Funds –** Unit Owners shall have no vested interest nor shall they be entitled to make withdrawals from either the Operating Fund or the Reserve Fund. Upon sale or disposition of a Unit, said fund shall remain intact. A new Unit Owner shall not be additionally assessed for improvements for which the prior Unit Owner has been assessed and the assessment paid.
- 21. Owner Responsibilities**
- a. Unit Owner Extended Absence –
 - i. Prior to departure, heat should be set no lower than 55 degrees or AC no higher than 85 degrees during absence.
 - ii. Turn off water at main shut-off.
 - iii. In an absence of one week or more, Unit Owner shall have a responsible person check the vacant Unit weekly. Notify the Board Secretary of the name of the responsible party checking your Unit, and given an emergency number where you can be contacted.
 - b. Unit Owners are to maintain and keep their Unit in good order.
 - c. Unit Owners shall supply a spare set of keys, including a storm door key to the secretary of the Board of Directors for placement in the clubhouse locked key cabinet. All Board of Directors have access to the locked cabinet.

- d. Maintenance Tasks - See listing of Unit Owner/Renter Tasks and recommended timing at the end of the R & R.
- e. Trash, garbage, or waste shall be kept in enclosed containers and disposed of in a sanitary manner. Garbage and Recycling containers should be stored in the garage and are to be put out for pick-up no earlier than the evening before and are to be brought in the day of pick-up.
- f. Parking is allowed only in designated areas. Garages shall be used to provide parking space for the primary vehicles of each Unit Owner. Parking recreational vehicles and/or guest's vehicles shall be permitted for periods of time with the approval of the Board of Directors. No vehicle may be parked on the grass at any time. Any vehicle left outside on Common Property during periods of snow removal will require the Unit Owner to be responsible for snow removal from that area in a timely manner.
- g. Safety –
 - i. Structural Integrity – Nothing shall be done in any living Unit or Limited Common Property or Common Property that could impair the structural integrity of the building.
 - ii. Overloading Electrical Wiring – No Unit Owner shall overload the electrical wiring of a Living Unit, Limited Common Property, or Common Property.
 - iii. Household appliances must be turned off when Unit is unoccupied.

22. Record of Ownership – Every Unit Owner shall file the deed of his/her Unit and present such evidence of his/her title to the Board. The secretary shall maintain all such information in the record of ownership of the Association.

23. Satellite Dishes

- a. If a roof is in need of repair, it is the responsibility of the dish user to have the dish removed and re-installed at their expense after the roof work is completed.
- b. If a dish user decides to stop using the dish, it must be removed and the roof repaired as necessary at their expense.
- c. If a Unit Owner who uses a dish decides to sell and the new Unit Owner does not wish to continue the service, the dish must be removed and the roof repaired as necessary at the selling owner's expense.
- d. If a new dish subscriber has an option to be added to an existing dish rather than add a new one, adding to the existing dish will be required.

24. Signage – No signage other than EBV identification is allowed on Living Units, or on Limited Common or Common Property. **For Sale** signs are permitted along Sunset Bluff Drive at either of the entrances.

25. Unit Leasing – Unit leasing is done using a rotation basis system equitable for all Unit owners. Leasing approval by the Board of Directors will be based on hardship and limited to 12 months. No more than a total of ten percent (10%) of all condominium Units that are available for occupancy at a particular time may be leased. Purchase of a Unit cannot be for the purpose of leasing the Unit. **Contact the BOD for leasing procedure.**

26. Unit Usage – Each living Unit shall be used as a residence for a single family or such other uses permitted by the Declaration.

27. Vendors – Unit Owners shall not negatively address vendors hired by the Association nor ask them to perform additional tasks. Any concerns should be directed to the BOD.

Unit Owner/Renter Maintenance Tasks

Monthly –

Run fireplace for 5 minutes to keep tube openings functional

Every Three Months -

Check smoke detector batteries

Check carbon monoxide detector

Check radon gauge

Annually -

Professional maintenance of furnace and air conditioner

Change batteries in thermostat

Change batteries in smoke detectors

Every two years –

All units – test for Radon levels and submit results to EBV BOD

Every 10 years –

Replace smoke detectors

Consequences to Violations

The purpose of enforcement assessments is not to collect money, but to remedy the violation without going to court. Owners have the right to appeal a fine assessment at the next Board meeting.

A report of a violation of the Declaration, By-Laws, or Rules and Regulations should be made by a written, signed notice indicating:

1. the type of violation;
2. when it occurred;
3. who caused the violation.

The person who notifies will be kept confidential.

Homeowners will be assessed fines for violations as follows:

1st violation – Homeowner will receive a letter notifying him/her of the violation and requesting a correction of the violation.

2nd violation – If the violation is not corrected, a fine of \$25.00 will be imposed.

3rd violation - \$50.00 fine

4th violation - \$75.00 fine

If the violation continues, a \$100.00 per day fine of continued violation until assessment reaches \$1000.00. A lien will be filed at that point.

