

BROWN HOMESTEAD CONDOMINIUM ASSOCIATION, INC.

**STATEMENT OF RULES, REGULATIONS AND FINES
(Updated August 20, 2002)**

In accordance with the Declarations and By-Laws of the Brown Homestead Association (hereafter BH), the following Rules and Regulations and Fines are in effect. Violators are subject to the implementation of fines and other actions as specified.

1. **ANIMALS.** No animals shall be raised, bred or kept in any unit, except for dogs, cats or other household pets of a UNIT OWNER who must reside in their unit at the same time. Owners who regularly leave town for any extended period of time (over one month) and who leave the pet in the BH unit with the roommate/friend/tenant are deemed in violation of the pet rule, as the owner does not "reside" at the BH. Effectively, the tenant is now in control of the animal and this is not allowed.

Pets shall be on a leash while in the common area. No pet is to be staked out and/or left unattended in the common area. Costs incurred related to pet damage and/or clean up of a common area may be assessed to the unit owner. Owners who keep their dog(s) with them in their units are automatically members of the Dog Committee which is responsible for organizing themselves to schedule and enforce cleanup of the common grounds on a year-round basis. The committee chairman (if any) is responsible for providing a current written schedule to the managing agent. Committee member responsibilities are in addition to, not in place of, all other existing rules, regulations and fine schedules.

2. **PARKING LOT.** No vehicle belonging to or under the control of a unit owner or a member of the family, guest, tenant or lessee shall be parked in such a manner as to impede or prevent ready access to the dumpster or any parking lot entrance or exit. All jeep and car tops/canopies will not be allowed to take up a parking space in the lot. Any vehicle with expired state license plates will not be authorized to park at the BH and will be towed. The BH and its managing agent (if any) or Board of Directors have the option to issue warning stickers 24 hours prior to having the vehicle towed. Towing will be at the expense of the violator and paid to the towing agency. This policy will be strictly enforced. Vehicles parked in the BH parking lot will be required to move, as necessary, for snow removal or required maintenance. Advance notice will be posted.

3. **SPA USE.** All owners will familiarize themselves with and abide by the hours of operation and uniform spa safety code as posted at the spa. Resident owners or tenants must accompany their guests at the spa at all times. Expenses incurred as a result of unauthorized and/or inappropriate use of the spa facility may be assessed to the unit owner.

4. **USE OF AREA OUTSIDE THE UNIT.** No unit owner or tenant shall display, hang, store, or use any sign, clothing, sheets, blankets, laundry or other articles outside the unit,

nor paint or decorate or adorn the outside of the unit, nor install any canopy, awning, radio or TV antenna, or other equipment, fixtures or items of any kind.

5) **TRASH REMOVAL.** Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner in the dumpster. No owner or tenant may place a refuse container in the common area (i.e. the common hallway) on a permanent or semi-permanent basis.

6) **PATIO USE.** No articles of personal property belonging to any owner or tenant such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles shall be stored or kept on or upon the common areas (this includes the patios off the front and back of each unit which are limited common areas and are not part of the private ownership of the unit).

7. **UNUSUAL USES PROHIBITED.** No owner or tenant shall overload the electrical wiring in the building, or operate any machines, appliances, accessories or equipment in such a manner as to cause an unreasonable disturbance to others.

8. **UNLAWFUL USES.** No unlawful, immoral, noxious or offensive activities shall be carried on in any unit or elsewhere on the BH property.

9. **RENTALS.** All owners who rent their unit through a lease arrangement must provide a copy of the lease to the managing agent (or the Board). All leases should be made subject to the Rules, Regulations and Fine Statement if the owner wishes to have recourse against the tenant for violations of these rules by the tenant. Any fines resulting from violations of these rules by a tenant will be assessed against the unit owner only, not the tenant.

10. **BUSINESS USE OF COMMON AREA.** The common elements are for the use of all the owners and their guests, tenants, and friends (all non-owners hereafter referred to as "residents") only. No business use by an owner or resident, temporary or otherwise, is allowed for the Common Elements (except as may be incidental in getting to and from the BH property). Use of these Common Elements for either business related purposes or by those otherwise outside of the BH (i.e. non-residents) is expressly prohibited. As an example, the Common Elements are not to be used by non-residents (and/or owner's business associates or clients) for extended parking (over 6 hours), or for the cleaning of cars or as a way-station for non-resident's business vehicles or business personnel between business trips. Additionally, no owner may lease their unit to a non-resident individual strictly for the purpose of circumventing these rules, where such lease is a sham that does not involve a legitimate housing purpose.

11. **BUSINESS USE OF INDIVIDUAL UNIT.** The Use and Occupancy section of the Declarations is interpreted to mean that no "personal business" (DEC's, page 16, paragraph 18(c)) may operate within any BH unit or property that involves anything other than casual and infrequent pedestrian and automobile traffic to and from the BH unit or property. Any owner that has a legitimate business within the unit (i.e. bookkeeping,

telephone marketing, etc) and who has either employees or clients, must abide by this rule. For purposes of this rule, "casual and infrequent" means less than daily visitation.

Further, the County codes (section 6-13) relating to businesses operating in a residential building state that the following are violations of the County codes: 1) "...stor(ing) outside of the dwelling unit any equipment used in the home occupation", 2) "...utiliz(ing) mechanical equipment that produces noise, dust, or other nuisance outside the residential building". The BH hereby adopts these County codes as part of its rules.

12. CAR CAMPING IN BH PARKING LOT. Car camping in the BH lot is not permitted under any circumstances.

13. JUNKER CARS IN PARKING LOT. Only current, valid tenants and BH owners may keep cars on the BH property and use the parking lot, and a car may be kept even if it is merely being stored there and is not being used. However, the following requirements are mandatory: the car must: 1) be licensed with plates that are current, 2) be in operational order, 3) be registered to the tenant or owner (copy of registration required to be delivered to management), and 4) have keys deposited with the management of the BH in the event it is necessary to move it.

The intent of this rule is two fold: 1) to prevent storage of legal and illegal "junker" cars, and 2) to give BH management the ability to move cars in the event of any emergency or possible maintenance issue.

Fines for this area will generally fall under those listed below in the Patio or Common Area Violations section. Except as noted here: after 10 days from the date of the violation notice being delivered to tenant and/or owner, if the tenant and/or owner continues to violate the rule, the car will be towed. And all fine expenses and towing costs will be the obligation of the owner and/or tenant.

FINES FOR VIOLATING BH RULES AND REGS

DOG VIOLATIONS. Owners of units in which dogs are kept in violation of the Rules and Regulations will be assessed a fine of \$25 and given thirty (30) days to correct the violation. If the unit is not in compliance at the end of the thirty days, additional fines of \$50 will be assessed for every seven (7) days (or any part thereof) that the unit remains in violation.

PATIO OR COMMON AREAS VIOLATIONS. Owners of units in which the front and rear patio or other common areas are not kept clean or are used for storage will be given a warning. If the unit is not in compliance in seven (7) days, a fine of \$25 will be assessed, with seven days to comply. At the end of this additional seven days, if the unit is not in compliance, additional fines of \$50 will be assessed every seven (7) days (or any part thereof) until the unit is in compliance.

CAR CAMPING IN BH PARKING LOT VIOLATIONS. Offenders fall into two categories: 1) for the unit owner and/or tenant---or friend of either---, the penalty is a one day warning and then a fine of \$25 after day one (the warning day) against the unit owner. If the unit is not in compliance the day following the fine being issued, additional fines of \$50 PER DAY will be assessed against the unit until the unit is in compliance, and 2) for a total stranger off the street, parking/living in the BH lot, the penalty is a one day warning to move the vehicle off the premises and then the vehicle will be towed.

IMPROPER BUSINESS USE VIOLATIONS

First Offense--warning, with seven (7) days to cure.

Second Offense--One Hundred Dollar (\$100.00) fine, with seven (7) days to cure. Fine will not be pro-rated depending on when it is paid in this seven day period. It is a flat \$100.00

Third (and subsequent) Offense(s)--Two Hundred Fifty Dollar (\$250.00) fine, with seven (7) days to cure. Again, no pro-rating of the fine depending on when it is paid in the seven day period.

All fines are cumulative until paid. No interest will accrue on the fines so levied.

GENERAL

Payment of fines due will not take the owner back to "square one" so that the next offense is construed as the first offense again---and therefore a warning. Non-payment of existing fines for a period of thirty days will cause the Board and/or its agent to have the right to place a lien against the unit of any offending owner. Said resident will then be responsible to satisfy both the lien and any costs incurred by the BH or its agent in the filing of the lien. Payment of a portion of a fine (or a lien filed subsequent to any fine) will not remove the fine and/or lien or limit the ability of the Board to impose continuing additional fines and/or liens until the issue is satisfied both monetarily and as to the cause of the offense.