

June 09

CASTLE POINT CONDOMINIUMS ASSOCIATION Rules and Regulations

DRAFT
CHANGES
Approved July
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Definition of Terms

- i. The word "management" as used herein shall mean the Board and officers acting in their official capacity or the manager hired as such by the Board; the term Project shall include all property within the boundaries of the Castle Point Condominiums project; and Association shall mean the Castle Point Condominium Homeowners Association.
- ii. Long-term rental shall be considered a rental period longer than or equal to 15 days.
- iii. Short-term rental or occupancy shall be considered a period less than 15 days.
- iv. A full-time-occupied-unit, for the purpose of applying association by-laws, will be any unit under long-term rental or used by an owner for a period greater than or equal to 15 days per standard calendar year.
- v. A resident will be any person occupying a unit for greater than or equal to 15 days per standard calendar year.
- vi. A guest will be any person occupying a full-time-occupied unit for a period less than 15 days per standard calendar year.
- vii. Recreational Vehicle is defined as units primarily designed as temporary living quarters for recreational, camping or travel use having either contained motive power or mounted on or drawn by another vehicle. The basic entities are Travel Trailers, Camping Trailers, Truck Camper, Motor Home, Van Conversion, Park Trailer, and converted Buses.

Rules and Regulations

1. Each unit owner must provide management at all times with a key sufficient for access to the owner's unit. The agents of management and any contractor or workman authorized by management may enter any unit, patio, porch, or garage at any reasonable hour of the day for any purpose permitted under the terms of the Project Declaration, Bylaws or Rules. Except in case of emergency, entry will be made by prearrangement with the owner. Damage to a unit necessitated by emergency entry of management when no key has been provided by unit owner shall be the responsibility of the unit owner.
2. No exterior of any Unit shall be decorated by any owner in any manner without prior consent of management except (when seasonably appropriate) with customary Christmas decorations approved by management.
3. No owner or resident or guest shall make or permit any noises that disturb or annoy the occupants of any of the Units in the Project or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other owners.
4. Each unit owner is responsible to enforce that all renters, guests, and family members abide by Association Rules and Regulations.
5. Each owner shall keep such owner's unit in a good state of preservation and cleanliness and shall be individually responsible for washing the outside as well as the inside of the windows of their respective units.
6. The owner shall not do any painting of the exterior of the units and shall not paint the porches, decks, or the exterior of the buildings generally. The exterior of all buildings and structures shall be painted and maintained by the Association.

unless approved by
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shall be the exact color
of the existing structure

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7. No external shades, awnings, window guards, stovepipes, chimneys, ventilators, or other exterior devices shall be used in or about the buildings except those installed by the management, unless the device and its location have been approved by the Board. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted to be located on the outside of any unit or in the common area. If a television dish is not attached to the exterior of the unit by the Association management, then the unit owner may attach such a device only upon the approval of the device and its location by the Association.
8. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or on other part of the Units or project, except such as shall have been approved by the Association board. Nor shall anything be projected out of the window in the Units without similar approval; provided, however, that one (1) sign of not more than 2 square foot advertising the unit for sale may be placed on the unit for sale.
9. The owners shall not put their names on any entry of the units.
10. All garbage and refuse from the Units shall be deposited with care within the garbage dumpster provided by management. Garbage that will not fit within the dumpster may be placed beside the dumpster only on the day scheduled for pickup by the private garbage collectors.
11. Water closets, toilets, and other water apparatus shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, heavy paper, ashes or any other article be thrown into the same. Owners that decide to rent their individual unit must clearly display notices that prevent renters from misusing these apparatus. Any damage to the project including sewage lift stations resulting from the misuse of any water closet, toilet or other apparatus shall be paid for by the owner in whose Unit the misuse occurred.
12. Each unit will be allowed to park or maintain on a regular basis a maximum of two cars or pickup trucks on the project. Owners and occupants or residents shall store additional cars and pickup trucks off the Project. No Recreational Vehicles, snowmobiles, trailers, or towing units of any kind may be parked on or within the project, except those that are placed within the garages of a unit. Any vehicles, trailers, towing units or Recreational Vehicles in violation of this Rule will be towed at the owner's expense. *For more than 48 hours,*
13. No large commercial passenger vehicles may be parked or stored on the project.
14. No vehicle belonging to an owner, renter, guest, tenant or employee of an owner shall be parked within the project in such a manner as to impede the flow of traffic within the project or block ready access to another owner's garage. All owners, their employees, agents, visitors or guests must drive in a slow and safe manner that never endangers the safety, comfort, or convenience of any person present on the project.
15. During the winter months, the management may move or have towed any vehicle that is interfering with the proper removal of snow on the project. The owner of the vehicle that is moved or towed will be responsible for all associated costs.
16. An owner shall not allow the blowing of any horn from any vehicle for which his guests or family shall be occupants when approaching any of the driveways or private ways serving the Project. If excessive noise is determined by the board to be caused from a personal car alarm, then the management may demand that the car alarm be removed from the project. In this case, the owner of the offending car alarm may either remove the alarm from the vehicle in question, or remove the vehicle from the project.
17. No owner shall use or permit to be brought into the units any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life limb or property without in each case obtaining prior consent of management. *A maximum of 5 gallons of gasoline may be stored in an approved container, for use in snowblowers or lawn mowers.*

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- * 18. No hot tubs shall be installed or located on the project without the approval of management, which approval may be later terminated or withdrawn at the discretion of Management.
19. Owners shall be held responsible for the action of their children, guests or renters. Any damage to the buildings or other common areas or equipment caused by children, guests, or renters shall be repaired at the expense of the unit owner who is the parent of the children or host of the guest or renter.
20. NO Pets are allowed in any rental unit. *unless approved by management.*
21. Any unit owner purchasing a condominium unit after December 1st, 1997 may have a maximum of two pets in their unit. Sub-renters in an owner occupied unit are not allowed to have pets. ~~Pets are limited to cats and dogs, and pets must be kept under control at all times and may never become a nuisance. No dog breeds that are commonly used for security reasons or that display aggressive behavior will be allowed. These breeds include Rottweilers, Bouvier, Pit Bull Terriers, aggressive Terrier breeds, Doberman Pinschers, Bull Mastiffs, Akitas, Shiba Inu, mixed Wolf breeds, and other similar breeds that present a danger or nuisance to residents because of their excessive size or aggressive behavior. The determination that any dog presents a danger or nuisance to the residents of the project will be made by the Board.~~
- unless approve by management*
- Owners are responsible at all times for the control and actions of any pet belonging to any person who is a guest or visitor of such owner. Dogs will not be allowed to bark uncontrollably at any time. Owners must clean up after their pets. Additional pets or different types of pets may be allowed in an owner-occupied unit with the approval of the board of directors of the association. Repeated violations must be dealt with by the Board and may require that the pet be removed permanently from the Project.
22. All outside balconies must be kept free of snow and ice at all times. The association will shovel any deck that is not kept free of snow and ice at the owner's expense.
23. Outside balconies may not be used for storage. Only gas barbecues and balcony furniture is permitted. Charcoal barbecues are not permitted on outside balconies, and if used must be placed a minimum of 10 feet from all structures.
24. No paraphernalia or personal belongings may be stored or left unattended outside of Condominium Units on the project Grounds with the exception of balcony use, which is described above. This includes but is not limited to bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles.
25. Full-time-occupied-units or long-term rentals are limited to four residents plus their guests.
26. Any unit under short-term rental will be limited to six occupants.
27. Any guests or renters that are convicted or arrested for violent crimes or drug related crimes committed on the project must leave the project immediately. It will be the responsibility of the unit owner used by the offending guest or renter to see that this rule is enforced.
28. Annual meetings and election of Board of Directors will take place at a place and date to be determined by the Board of Directors.
29. Association Dues are due and payable on a Quarterly basis by the 1st day of the quarter. The dates for the start of each quarter are: January 1st, April 1st, July 1st, and October 1st.
30. Anyone in violation of association by-laws will be subject to fines and or legal action as determined by the association's board of directors. Anyone in violation of association by-laws will be responsible for legal fees incurred by the association.
31. Complaints regarding the management of the units and common grounds or regarding actions of other owners shall be made in writing to the management.