

**PIONEER ESTATES CONDOMINIUM ASSOCIATION  
HOUSE RULES**

**(House Rule #6, Amended Parking Rules, Effective January 1, 2014)**

**(House Rule #2. Amended Noise Rules, Effective AUGUST 1, 2010)**

**(House Rule #15. Amended Fine Schedule, Effected October 1, 2009)**

**(House Rule #6. Amended Parking Rules, Effective June 15, 2009)**

1. No residents shall post any advertisements, bills, posters, or other signs on or about the exterior of the project without the prior approval of the Board of Directors. Exceptions shall be limited to Safe Home, For Sale, and For Rent signs of a size approved by the Board of Directors. The maximum size for any sign shall be 2 feet by 3 feet. Only one such sign per unit.

2. Residents shall refrain from any activity that results in excessive or prolonged noise. Residents are responsible for noise resulting from the activities of their guests or children. Activities that can result in excessive noise include, but are not necessarily limited to, playing musical instruments, idling a vehicle for an extended period of time (or running a vehicle with a defective muffler for any period of time), use of radios, televisions, amplifiers at levels that can be easily heard in adjacent units, use of power tools or other mechanical equipment outside the hours from 9:00 a.m. to 9:00 p.m., children screaming and yelling while at play, or any other activity that disturbs the peace and quiet of residents. Residents are requested to be especially considerate between the hours of 10:00 p.m. and 7:00 a.m.

3. Children are to be kept under control. Parents are responsible for any damages caused by negligence or willful misconduct if the child. Parents are responsible for keeping the walkways, parking areas, and other common areas clear of toys, bicycles, etc.

4. Written approval from the Board of Directors must be obtained before any outside installation(s) can be erected, such as antennas, air conditioning units, wiring for electrical or telephone installations or other equipment applied to the exterior or protruding from the unit or building. An exception has been granted for installation of cable TV and conversions to natural gas. Owners will be charged accordingly for any painting costs related to such installations.

5. Trash, garbage, or other waste shall be disposed of only by depositing same into a designated trash container. If the dumpster closest to your unit is full, please find another.

6. Amended Parking Rules, Effective June 15, 2009

Parking:

Parking – Permits:

Each unit is issued two parking permits. All vehicles parked on association property must have a permit displayed, regardless of whether the vehicles are parked in carport or uncovered parking. This includes vehicles owned by visiting guests. This includes motorcycles. Commercial vehicles are exempt if present to provide service to the association or to a resident.

Permits must be procured in person from the offices of the association's managing agent. Permits may be procured by an owner, or by anyone authorized by the owner. Authorization for a non-owner to procure permits must be by letter to the association's managing agent signed by the owner. The managing agent may request ID before issuing permits.

Specialized permits may be available for motorcycles -- it is the responsibility of the person procuring permits to advise the managing agent if one or both of the permits are for a motorcycle.

If a permit is lost, a new set of two permits may be procured at a cost of \$25.00. Both permits in the set from which one was lost will be marked void in association records.

#### Parking – Carports:

Each unit has one assigned carport parking space. This space is for vehicle parking only. A vehicle and motorcycle may be parked together in the assigned carport spot, but only if both will fit without interfering with adjacent parking, walkways or the main drives. No other use of carport parking space is permitted.

#### Parking – Uncovered:

Uncovered parking is available on a first-come-first-served basis. Possession of a permit does not guarantee use of space in uncovered parking. Possession of a permit does not grant the right to permanent or semi-permanent use of a particular uncovered parking space -- uncovered parking is a community resource **and although parking permits are required, no vehicle may be stored for more than 72 hours without Board approval. The Managing Agent will post a notice on the vehicle advising that the vehicle will be towed if not moved within 24 hours.** If the managing agent is required to post the same vehicle more than once in any six month period, each subsequent posting will result in levy of a fine against the permit holder of not less than \$50.00 per posting.

#### Parking – General:

Parking is allowed only in designated parking areas. Parking on lawns is prohibited. Parking which blocks exits, dumpsters or walkways is prohibited. Parking which occupies more than one space is prohibited.

Storage of inoperable vehicles on association property is prohibited. Vehicles lacking current license and tags will be presumed inoperable. Inoperable vehicles stored on association property are subject to towing at owner expense.

Storage of recreational vehicles on association property is prohibited. Recreational vehicles include motor homes, boats, snow machines, ATV's and other similar vehicles. A street legal motorcycle with current license and tags will not be considered a recreational vehicle, provided it is parked on its own, and not on a trailer.

Vehicle maintenance on association property is generally prohibited. Oil changes are specifically prohibited – violation of this specific prohibition will result in a fine of not less than \$100.00, plus the cost of any cleanup or disposal fee incurred by the association. Minor maintenance (e.g., adding fluids, changing a head light, changing a spare tire) is allowed, provided however, that spills, parts and trash must be cleaned up and properly disposed of as required by law.

#### Parking – Enforcement:

Violation of these parking rules will be subject to a fine of not less than \$50.00 per violation. The association reserves the right to increase the amount fined for repeat violations within any given six month period, up to double the amount of the prior fine. Parking on the lawns will be subject to a fine of not less than \$100.00 per violation, together with the cost of any lawn repair required as a result of the violation. Any oil change performed on association property will result in a fine of not less than \$100.00, plus the cost of any cleanup or disposal fee incurred by the association. Improperly parked vehicles are subject to towing at owner expense. This includes, but is not limited to, any vehicle parked in, or otherwise encroaching on another resident's assigned carport parking space, and any vehicle parked without a clearly displayed permit. The association reserves the right to pursue any other legal measure, which might be available to the association.

7. Pets: (a) Pets must be on a leash and held by a person capable of controlling the animal. (b) Pet enclosures on balconies must be approved by the Board of Directors and must be kept clean. (c) Written complaints about pets should be sent to the Managing Agent or the Board of Directors. (d) Waste from the pet should be removed and disposed of off the property belonging to the Association. (e) Any damage caused by pets will be chargeable to the unit owner. (f) Pet owners are obligated to obey the Municipal Codes. (g) Pets, which have been deemed by the Board to be a nuisance to other unit owners, must be brought under control or the owner will be subject to a fine. The Board of Directors has the authority to assess a fine of \$50.00 per violation to any owner upon notification that said owner is in violation of the House Rules. (h) Pets must be kept in units or on balconies and cannot be chained or tied in any manner to common elements (stairs, shrubs, trees, etc.)

8. Do not hang or dust garments, rugs, etc., from the windows or balcony area.

9. No additions, alternations, or decorations to the common area, including the limited common areas, shall be commenced, erected, or maintained without the prior written approval of the Board of Directors. Unit Modification Requests may be obtained by contacting the Managing Agent. Seasonal planters, hanging baskets, wind socks, and chimes are acceptable.

10. Unit owners who rent or lease their units shall be responsible for the actions of the renters. Renters shall be made aware of these House Rules and should be furnished a copy by the owner. Failure to comply with these Rules is considered to be a default in the lease agreement. Unit owners are responsible for furnishing the Managing Agent with information on the tenant and rental agent if any, including names and phone numbers.

11 Units are restricted to family residential usage. Professional and administrative occupations only may be carried on within units so long as the activity is not evident externally. No commercial activity is permitted.

12. Residents shall, at all times, maintain and keep their units and limited common areas in good, orderly condition. Limited common areas include decks and assigned carport spaces. Decks should have no stored items extending above the top of the rail. Owners shall be responsible for removal of all personal property from the common areas.

13. Chimney/flue inspection shall be mandatory for every unit at least once a year; this

is due to the extremely high fire risk, which could result in loss of home and property. The inspection is to be done by an established chimney cleaner, and a certificate of inspection and cleaning if required is to be filed with the Managing Agent by September 30th of each year. Failure to provide such certificate shall result in a fine of \$50.00. If by October 3 1st, the certificate has not been received by the Managing Agent, inspection and cleaning if required, will be initiated by the Managing Agent at the unit owner's expense.

14. Owners should be aware that access to crawl spaces (Units 3 and 5), attics (Units 4 and 6), and fire alarm panels (Unit 5) is periodically needed. Your cooperation is appreciated.

15. Fines: Unless otherwise specified, the base fine for any first time violation or non-compliance with any provision of the Association Declarations, By-Laws, or House Rules is **\$ 50.00. A repeated violation or a continuing violation is subject to a fine of double the previous fine for each similar violation within a (6) month period and/or up to a maximum of \$ 200.00. No more than one fine will be assessed against the same violation in any given seven (7) day period.** Examples of continued and repeated violations: Continuing to make noise and disturb neighbors after being asked to stop by the Board president or the president's designee is a continuing violation and recurring fines of double the previous fine amount may be assessed as the Board determines; a dog messing on the grounds and the owner not picking up after it is a violation-each mess is a repeat violation. The Board may establish intervals or other criteria for repeat or continuing violation on a case-by-case basis. This policy does not apply to parking violations.

16. Skateboarding, skating/rollerblading, and bicycling in the carports and driveways is hazardous. In the interest of health and safety of residents and visitors, the Board adopts the following rule: Carports are for the parking of automobiles and should not be used for other purposes, specifically skateboarding, skating/rollerblading, and bicycling. Driveways are maintained for the purpose of access to the units and vehicle access to carports and parking spaces. Use of driveways for other purposes, including but not limited to skateboarding, skating/rollerblading, and bicycling is prohibited. The unit owner or resident of any unit from which a resident or visitor violated the above rules is subject to fines and other penalties as set forth in the Association fine schedule.

17. Owners who fail to pay their Association fees (dues) on time jeopardize the economic stability of the Association and place an unfair burden on other members of the Association. It is the policy and rule of the Association that when an owner is in arrears on dues payments, any amounts paid will be applied to the oldest balance on the owners account. This means that a delinquent account will accrue late charges each month until the balance is reduced to zero. When a member is delinquent in any dues or assessment payment, the Board will, at its sole discretion, determine the application of any payments made until the balance is reduced to zero.

18. The Board has received numerous complaints and comments regarding noise levels in the courtyards and the effect this noise has on residents in their units. The courtyards act as acoustic echo chambers to amplify noise so it is very disturbing to residents in their units. Because noise in the courtyards is beyond what is tolerable at a level that might otherwise be considered moderate, the Board finds it necessary to limit activity that results in excess noise in the courtyards. All activities that generate excess noise are prohibited in the courtyards. Noise producing activities include but are not limited to the following: (a) Parties or other gatherings of people; (b) Groups of children playing; (c) Yelling, shouting, or arguing; (d) Playing of music or recordings of music or radios; (e) Playing on and/or running up/down stairs and upon upper walkways. Residents and owners are responsible for their tenants and guests, and parents are responsible for their children and friends of their children. Fines for excessive noise may

be levied against the owner of any unit in which the residents or their children or guests are responsible for the noise.

19. Vandalism, destruction, or damaging of common property or any property stored or parked on or within the grounds is strictly prohibited. This includes ball playing and other such activities that cause damage to the common areas. Fines may be assessed against the party responsible for any vandalism or destruction of property on the grounds and, in the case of common property, the responsible parties may also be charged the repair or replacement costs for all damaged property.