

**THE ENCLAVE AT KEYSTONE**

**RULES & REGULATIONS**

**Updated 2016**

**INTRODUCTION**

The Rules and Regulations of the Enclave at Keystone are prepared by the Board of Directors per the Condominium Declaration to maintain the high-quality living environment in the Enclave. In the event of a conflict between this document and the Condominium Declaration, the Condominium Declaration provision will prevail.

**RESIDENTIAL USE**

Each Unit is to be used for residential purposes only, including uses related to the convenience and enjoyment of such residential use and including rental and leasing of the same. No structures of a temporary character, trailer, shack, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the Project, temporarily or permanently.

**MAINTENANCE DUTIES**

(a) Each Owner shall, at his sole cost and expense, maintain and repair all fixtures, equipment and utilities installed or located within each Owner's Unit, the garage door providing an entry to each Unit, and all other equipment providing exclusive service to each Unit and any service lines to the Condominium Unit, including all utility, heating, plumbing and domestic hot water equipment and appurtenances, condensers, compressors, hot water heaters and garage door opener, and for keeping the "limited Common Elements" or portions thereof designated for use solely in connection with his/her Condominium Unit in a good, clean, sanitary and attractive condition.

(b) Owners are responsible to maintain and repair windows, window screens and window washing.

**OWNER'S NEGLIGENCE: PROHIBITION OF CERTAIN ACTIVITIES**

(a) Any damage caused to Common Elements or any portion thereof by the negligent or willful act or omission of an Owner, or by any member of an Owner's family or by an Owner's guests or invitees (such determination of negligence as willful act or omission, and the amount of the Owner's liability therefore, having been determined by the Board by a hearing after notice to the Owner), then the expenses, costs and fees incurred by the Association for such maintenance, repair or replacement shall be the personal obligation of such Owner. Payment is due by Owner within ten (10) days of receiving notice of the amount due. If payment is not made by due date, a lien will be placed on the Owner's Unit for the amount due.

(b) No activity shall take place nor shall any materials or items be kept in any Condominium Unit or in or on the "Common Elements," or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body having jurisdiction over the same.

**PERSONAL OBLIGATION FOR ASSESSMENTS**

All Owners covenant and agree, and shall be personally obligated, to pay to the Condominium Association, in accordance with the provisions of the Association's Declaration: (a) periodic/annual expense assessments imposed by the Association to meet the common expenses and reserve requirements of the Association; (b) special assessments; and (c) other charges, costs, fees and assessments.

**HEARING PROCESS AND FINES**

The Board is empowered to take one or more of the following actions with respect to violations:

Per the Governing laws for The Enclave, the Homeowner or Board of Directors are entitled to request a hearing within 14 days of a violation notice.

The Fine Schedule is as follows:

- a. 1<sup>st</sup> Violation – phone call, written notice or email to the owner/guest/tenant.
- b. 2<sup>nd</sup> Violation - \$100.00 fine.
- c. 3<sup>rd</sup> Violation - \$500.00 fine.

Violations can include noise (quiet hours start at 9:00pm), parking or occupancy (maximum 12).

**INSURANCE TO BE MAINTAINED BY OWNERS**

Owners are responsible for insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper and all items of personal property belonging to an Owner, and personal liability coverage within each Condominium Unit.

**HOUSEHOLD PETS**

No animals, livestock, poultry or insects of any kind shall be raised, bred, kept or boarded in or on the Project; provided, however, that a reasonable number of dogs, cats or other household pets may be kept in any Condominium Unit so long as they are not kept in such numbers in violation of local ordinance, for any commercial purpose and are not kept in such numbers or in such manner as to create a nuisance to other Owners. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such Owner's pet(s) as well as any costs incurred by the Association as a result of such pet(s)' activities in common areas or any area the Association maintains. Owners also are responsible for picking up all droppings deposited by their pets. Pets are not allowed outside unless accompanied by an adult. When not on a leash, pets must be under strict voice control at all times and not be a nuisance or hazard to the other Owners or guests.

**EXTERIOR CHANGES**

No exterior additions to, alterations or decoration of any Common Element, including but not limited to any structural alterations to any Condominium Unit or Common Element, nor any changes in utility feeds, landscaping, walls or other structures, nor installation of window mounted air conditioning units or any exterior television, radio or other communication antennas of any type, shall be commenced, erected, placed or maintained without the prior written approval of the Board. Written approval cannot be obtained without clear and concise written application, including appropriate

architectural drawings, by the Owner seeking to make such change. Application must be made six (6) months prior to such change by Owner(s).

Satellite dishes should not be larger than 18 inches in diameter and should be mounted in the least obtrusive manner possible. Antennas are not allowed except for the purpose of radio transmission related to fire protection or police/security matters. The size, location and configuration thereof shall be subject to Board approval.

### **SIGNS AND ADVERTISING**

No signs, advertising, billboards, unsightly objects or nuisances of any kind shall be placed, erected or permitted to remain in or on any Condominium Unit, nor shall any sign(s) be permitted in or on the Common Elements, without the prior written approval of the Board.

### **ON-SITE PARKING**

Parking at the Enclave is limited to Owners, Owner's guests and renters. No commercial vehicles, trucks, RVs, boats or trailers shall be parked or stored within the Project except within existing garages or while temporarily engaged in transport to or from a Condominium Unit. The only other exception will be to allow temporary parking of personal vehicles if appropriate space is available. This exception will be at the sole discretion of the Manager and will only be in a location designated by the Manager.

### **NUISANCES**

No nuisance shall be allowed on the Project, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Project by its residents. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Project or any part thereof.

### **HOLIDAY DECORATIONS**

Condominium Owners, family members, invitees and leasees are permitted to display holiday decorations in a safe manner at their Condominium Unit for religious or national holidays. All external decorations and displays must be removed not later than thirty (30) days after the holiday.

### **SPEED LIMIT**

The maximum speed for vehicles traveling on Project property is twenty (20) miles per hour.

### **DISPOSAL OF FIREPLACE ASHES**

Fireplace ashes must be placed in the "Hot Ash" container supplied in each unit.

### **CLUBHOUSE AND TENNIS COURT USE**

The clubhouse and tennis court are only for the use of Owners, Owner family members, invitees, guests and renters. Owners and renters should not provide the access code to the clubhouse or tennis court to friends for their use. Guests are welcome when staying in a unit or accompanied by an Owner or renter of an Enclave unit. Any damages caused to the clubhouse or tennis court by guests are the responsibility of the Owner.

### **ON-SITE SPORTING ACTIVITIES**

Sporting activities, including but not limited to bicycles, basketball and rollerblading, are not allowed on the Property without the prior approval of the Board. Excepted from this exclusion are leaving and returning to the Property on bicycles and rollerblades by Owners, renters and their guests.

### **CLUBHOUSE OFFICE EQUIPMENT**

Use of clubhouse office equipment is limited to Owners, Owner's family members and renters. Any other use will require the user to pay an appropriate fee to be established by the Board.

### **OCCUPANCY**

The maximum number of occupants in any unit is twelve (12).

### **GARAGE DOORS**

When replacing garage doors, the new door must conform to the identical image standard of the original door.

### **OWNER'S SERVICES**

The on-site Manager will assist Owners, Owner's guests and renters to identify vendors who can provide required services. To the extent possible, the Manager also will assist in the case of emergencies. The Manager shall not be expected to provide Unit occupants with "normal" repair and maintenance services (i.e., repair ice maker, plugged toilet, replace bulbs, unplug sink).

### **CLUBHOUSE CONFERENCE ROOM**

The conference room in the clubhouse may be reserved by Owners for meetings. Reservations should be made with the on-site Manager two (2) weeks in advance. Reservations will be handled on a first come basis.

### **CLUBHOUSE**

- The clubhouse is open daily from 9:00 a.m. to 9:00 p.m. A security code is required to enter the facility. This code is for use only by Owners, renters and their guests.
  
- The security code is not to be given to outsiders.
  
- Office hours are 9:00 a.m. to 5:00 p.m.
  
- Young children using clubhouse facilities must be under the supervision of an adult Owner/renter.
  
- No glass objects are allowed in the clubhouse or tennis court areas.
  
- No smoking is allowed in the clubhouse.

- All pool area and lounge area doors (excluding the keypad entrance (exit door)) are exits only. These doors are not to be opened to allow entrance by others.

- All sports equipment must be returned to its proper place.

- No pets are allowed in the clubhouse or tennis court areas.

- Management reserves the right to refuse admittance to or eject from the clubhouse any person failing to comply with any of the posted health and safety regulations.

- Children under the age of 14 may not use the pool, hot tub or sauna unless supervised by an adult.

- Group use of the clubhouse facilities must receive at least two (2) weeks advance approval from the Manager. Any request for exclusive use of the clubhouse facilities must be approved at least four (4) weeks in advance of the use date by the Board. A fee will be paid for any approved exclusive use of the clubhouse facilities. The fee to be paid will be established by the Board.