RESPONSIBILITIES OF UNIT OWNER – GENERAL

WELCOME FORMS FOR NEW UNIT OWNERS.

1. **Buyers must sign acknowledgment of receiving Black Oak Condo Owners Association: a) Declaration of Black Oak Condominium Owners' Association. b) By-Laws and c) Rules & Regulations**
2. **Owners must sign and acknowledge responsibility for maintenance and liability on any common element and unit improvements. Example: Custom pillars at entrances, flagpoles, additional sidewalks, patios, landscaping, etc.**
3. **Buyers of any unit must sign acceptance of responsibility of unit improvements, maintenance and liability.**
4. **Owners must receive written approval of new improvements prior to work starting. The Board of Directors will issue written approval upon a majority board vote.**

OWNER RESPONSIBILITY. **Unit owner(s) shall notify the association in writing of any change of the ownership record. Unit owners are responsible for making certain that all unit occupants*, guest(s), and employees are aware of these Rules and Regulations and they comply with them. Any expense incurred by BOCOA to repair or replace any portion of the common elements or limited common elements damaged through the fault or negligence of a unit owner or occupant* will be charged to the unit owner. Examples include damage caused by patio furniture, improperly or illegally installed attachments to structure, vehicle damage to structure, etc.**

PEACE AND ORDER. **All Unit owners, occupants* and their guests shall conduct themselves in a manner that is respectful of the peaceful and quiet enjoyment of the condominium by the other residents. This applies when they are in the common area, as well as, when in their living unit.**

Unit owners, occupants* and their guests shall comply and abide with all state, local and applicable laws and ordinances.

PARKING. **It is intended that the motor vehicles of unit residents will be parked within the garages. If a vehicle is parked on a driveway during snow removal, the unit owner or occupants* shall be responsible for clearing snow from the driveway and the BOCOA shall not remove snow from the driveway. No adjustments shall be made to the BOCOA snowplowing budget. Trucks with a capacity of ¾ ton or less are permitted; however, such trucks must be able to fit in the garage. No commercial vehicles may be parked outside of the garage for an extended period of time. In no event shall a resident or guest park a vehicle in a manner which will block vehicular access ways within the condominium. Recreation vehicles, campers, boats, etc. may be parked on driveways for cleaning, loading and unloading for periods of two days. Permanent storage of those vehicles shall be inside a closed garage or off the condominium property.**

TRASH RECEPTACLES. **Trash and recycling receptacles may be taken to the curb no earlier than 2:00 PM on the day before collection, and must be returned to a storage location in the garage no later than 7:00 PM on the day of collection. All trash and/or recyclable receptacles may be stored outside the unit as long as they are not visible to the public from the street.**

LAUNDRY. **Owners and occupants* are not permitted to place laundry poles or clothes line of any type, whether temporary or permanent, any place outside of the exterior walls of the building.**

PETS - Pets are permitted only when owned by a unit owner or occupant and are subject to the following restrictions and limitations:

A. The only animals permitted anywhere in the condominium are small birds in cages and fish. Domesticated cats or dogs, no more than two per unit. The grandfather clause is to be honored for current unit owners. The following domesticated dogs are prohibited in the condominium: wolf and wolf hybrids, pit bulls, Dobermans, Rottweilers, and any other breed the Board of Directors feels is dangerous or contrary to the community living.

B. No pets may be tied, staked outside a unit, or on a patio or a deck or in a garage except for short periods of time and then only WHILE ATTENDED.

C. When outside a unit, pets must be held or on a leash.

D. No pets may be left unattended overnight or for more than ten [10] hours at a time.

E. No unit owner or occupant* shall permit a dog or cat to urinate or defecate on any deck or patio within the condominium. Further, it is the pet owner's responsibility to IMMEDIATELY remove and dispose of pet waste material wherever it may occur elsewhere within the condominium complex, including but not limited to lawns, grassy areas, unfinished areas, driveways, sidewalks, etc.

F. Any damage to lawns or shrubbery will be the sole expense of the owner of the pet that caused the damage.

G. No pet may be kept in a manner which causes a nuisance to other unit owners or which creates an unhealthy environment for the animal or the owners.

NO HOME BUSINESSES ALLOWED. Home offices are allowed.

NO RAISING OF ANIMALS FOR COMMERCIAL PURPOSES.

ATTACHMENTS TO THE EXTERIOR OF THE UNIT. With the exception of the American flag, no attachment may be made to the exterior of the unit. This includes, but is not limited to: signs, TV antennas or satellite dishes and/or hose reel attachments. Small dishes (24" inch in diameter or less) are permitted with mounted on a post in rear of the building in the stoned areas.

Prior approval by the Board of Directors is required before installation.

AWNINGS. Owners shall be allowed to install an awning on their rear deck and/or patio. Furthermore, awnings may not be installed anywhere else on the buildings but may be installed over the rear deck or patio. If the awnings are attached to the building they must be installed in a professional manner. If a difference of opinion arises due to the appearance, type or installation of an awning then the Board of Directors shall make the final binding decision regarding compliance with this rule. An exception to this ruling must be appealed to the Board of Directors for reconsideration. If any unusual circumstances, damages or cost arises because of the installation, detachment of use of any awning, the owner shall be liable.

Prior approval for plans and installation needs the approval of the Board of Directors.

WATERING. It is the unit owner or occupant's responsibility to water the grass and plantings within the condominium. Please do your share to keep the grass and planting to the front, rear, and side of your unit appropriately watered.

FLAMMABLES. Flammables stored in the garage shall be stored only in approved containers kept in a metal cabinet.

PLANTINGS. Permanent or annual plantings are the responsibility of the unit owner of the BOCOA landscape area in the front and side of each unit. Exception must be presented to the Board.

Plantings for seasonal decoration must be in containers that can be removed.

Unit owners are allowed to plant within 4' of exterior unit perimeter. Approval needed if beyond 4'.

Yard ornaments need prior approval with respect to design and placement. Owner accepts responsibility for care and maintenance of landscape additions.

DISPLAY OF THE AMERICAN FLAG, POLITICAL SIGNS, SEASONAL DECORATIONS AND/OR "FOR SALE" SIGNS.

- **An American flag, no larger than 3' X 5' may be affixed to the outside of the unit. Said flag must be installed in a professional manner and the location must have Board approval prior to installation. If any unusual circumstances, damages or costs arise because of the installation or detachment the owner shall be liable.**
- **Political signs that support a candidate for public office or a referendum question may be displayed in a location approved by the Board. Said signs shall be no larger than 12" X 18" and may not be lite. The signs must be removed within two [2] days after the election or referendum vote. If not removed the unit owner will be in violation of the Rules and Regulations and the fines set forth in section "FINES".**
- **Seasonal decorations such as Holiday decorations [i.e. Valentines' Day, St. Patrick's Day, Easter, July 4th, Halloween, Thanksgiving, and Christmas] may be displayed and removed within a reasonable time.**
- **"FOR SALE" SIGNS. Signs offering a unit for sale shall be limited to one yard sign not larger than 24" x 30".**
- **Signs should not interfere with snow removal or lawn care.**

LANDSCAPE LIGHTING. **Solar landscape lighting must not interfere with snow removal or lawn care. BOCOA shall not be responsible for any damage to solar landscape lighting. If any unusual circumstances damages or costs arise because of the installation or detachment the owner shall be liable.**

BACKYARD FACILITIES. **Placement and use of play equipment, lawn furniture and the like is permitted so long as it is kept neat and orderly and does not interfere with landscape maintenance and snow removal. Play equipment, lawn furniture, etc. may not be kept out overnight unless on deck or patio.**

WINDOW REPLACEMENTS. **Unit owners are responsible for window replacement if needed unless covered under BOCOA insurance policy. Replacement windows must be approved by the Board.**

REQUIRED INSURANCE COVERAGE

Unit owners must carry insurance on individual unit. Owners must periodically, by the anniversary date, provide to the Vice-President of Black Oak Condominium Owners' Association a certificate of insurance.

ENFORCEMENT AND FINES FOR NON-COMPLIANCE

ENFORCEMENT. **When BOCOA has reason to believe there is noncompliance with Rules and Regulations within a unit, the Association is permitted to enter that unit at reasonable hours of the day when that unit owner or occupant* is present to verify compliance.**

FINES. **The Board of Directors shall warn a unit owner in writing upon the first infraction of any of the Rules and Regulations, By-Laws and/or the Declaration of the Association. Subsequent infractions shall be cause to levy a $50.00 fine for each infraction and a penalty of $25.00 per day until the infraction is corrected. Fines must be paid within seven [7] days of receiving written notice. Any unpaid fines shall be treated as unpaid assessments. Unit owners shall have five [5] days from receipt of a written notice to appeal the infraction. This appeal must be in writing requesting a meeting with the Board of Directors to discuss the infraction. If the appeal is denied fines shall accrue from the date of the receipt of the written notice.**

Unit owners shall report infractions to the Board of Directors in writing and the Board of Directors shall reply to the reporting unit owner within thirty [30] days concerning the action taken. It is the desire of the Board of Directors for all unit owners to adhere to the Rules and Regulations, By-Laws and Declaration of BOCOA for the good of all unit owners and to protect your rights of ownership.

ASSOCIATION DUES LATE FEE. **Payments of the monthly Association dues are due on the 1st day of each month. A grace period of seven [7] business days is given before the HOA fees are considered to unpaid. A late fee of $50.00 will be assessed on the 8th day to be paid by the 15th of that month. Payments received after the 15th day of that month will be charged an additional late fee of $50.00.**

MODIFICATION OF RULES & REGULATIONS

As stated in the By-Laws, Rules can be added, modified, or deleted by the Board of Directors or by 2/3 vote of the unit owners. Vote must include 2/3 of total units, whether owners are present or not. Owners unable to attend the meeting may designate a proxy voter, or may vote by proxy in writing.

*** "Occupant" is defined as the individual[s] occupying the premises under a properly administered and signed lease agreement with the unit owner.**