**Heather Valley Estates**
**Condominium Rules and Regulations**
**(Updated/ 2021)**

Heather Valley Condominiums has been designed to give each Unit Owner a sense of pride of ownership in the community. The following Rules and Regulations are adopted on behalf of Heather Valley Estates for the purpose of assuring that the condominium shall be operated in an efficient and orderly manner so as to create a pleasant living environment for all Unit Owners. In furtherance of this purpose, all Unit Owners shall have an affirmative duty to maintain all property of the condominium in a neat and orderly condition and shall abide by the following rules and regulations, which may be amended by the Association.

**Declaration. Bylaws**

Certain rules related to the use of Units, common elements and limited common elements of the Condominium are contained in its Declaration and Bylaws of its Owners Association. These include: .

1. The Units and common elements of the Condominium may be used only for single family residential purposes and for the management of the Condominium. For this purpose, "family" shall mean (in addition to any group of adults and children related to one another by blood, marriage, or adoption) no more than two unrelated adults and any children related to either of them. No Unit may be occupied by more than one family as defined herein and occasional temporary guests. Residential use shall include home occupations permitted in the zoning district in which the Condominium is located, so long as the activity does not cause substantial vehicular or pedestrian traffic and does not create a nuisance or disruption determined to be unreasonable by the Association's Executive Board.

2. No use may unreasonably interfere with the use and enjoyment of other Units and the Common Elements by Unit Owners or others authorized or invited to use them. All use of the Condominium, except as otherwise provided herein, shall be subject to this Declaration and to the Articles of Incorporation, Bylaws, and Rules of the Association, all as may be amended from time to time.

3. No use of the Condominium may alter the design of any building or affect its exterior appearance without the approval of the Association.

4. Nothing may be stored nor may any activity be conducted in any part of the Condominium which constitutes a nuisance, creates an unsafe condition, or increases the insurance rates on the Condominium.

5. Internal Unit improvements that involve the movement, alteration, removal, or construction of a wall and relocation of Unit boundaries require modification or amendment of the Condominium's organizational documents. See Paragraph I of the Declaration.

6. Each Unit Owners is responsible for the decoration, furnishing, housekeeping, repair, and maintenance of that owner's Unit and the general cleanliness and presentability of that Unit's limited common elements, which are reserved exclusively for that Unit. The Association is responsible for the decoration, furnishings, housekeeping, repair, and maintenance of the common elements except as provided above. In meeting its responsibilities hereunder or otherwise, the Unit Owner may not alter the appearance or design of the exterior of the building.

7. The Executive Board shall adopt rules for the regulation of the use and enjoyment of the Condominium.

**Rules – General**

Under the broad guidelines and authority of the Declaration and Bylaws, the following rules apply to the use of the Condominium.

1. No one shall bring to or maintain at the Condominium any product or material or engage in any activity at the Condominium that is dangerous or harmful to person or property, is offensive, constitutes as a nuisance or unreasonably interferes with the use and enjoyment of the Condominium by others, or conflicts with the proper exercise of the control and authority vested in the Association, its Executive Board, and other Unit Owners and residents.

2. No one shall use any part of the Condominium or facility provided by it for any purpose other than that for which it was designed.

3. There may be no solicitation for the sale of goods or services or for donations at the Condominium unless approval has been given by the Association's Executive Board.

4. Except provided herein, these rules and the provisions of the Declaration and Association Articles and Bylaws apply to all persons who occupy Units at the Condominium or make any use of it.

5. Unit Owners are responsible for compliance with these rules by all persons (family, guests, visitors, tenants, and invitees) using the Condominium with their permission or at their invitation and further are responsible for any damage done by such persons to the common elements or other Owner's Units.

6. These rules may be amended by the Association's Executive Board except as provided herein. Except for rules declared to be emergency rules, amendments shall be effective five days after they are mailed or delivered to all Unit Owners.

**Rules – Units Limited Common Elements**

7. Winter Maintenance. All Units, whether occupied or vacant, shall be heated to a minimum of 50°F during winter months.

8. Maintenance of Unit. Each Unit Owner shall promptly perform or shall have promptly performed all maintenance and repair work within his/her own unit, which work, if omitted, would adversely affect any common elements or limited common elements, any portion of the Condominium property belonging to other Unit Owners, or the Condominium property as a whole, and each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. If an emergency occurs which may damage the matter of the building, the integrity of Units, impair the security of the building or can potentially damage Common Elements, a maintenance personnel will be contacted to perform an immediate repair. The Association will initially cover the expenses, but the Owner will be billed for the repair. Otherwise, it is the Owner's responsibility to contact maintenance personnel within 14 days of the damage. If the Owner does not repair the damage within that time, the Association will contact maintenance personnel, and the Owner will be billed.

9. Window Coverings. The hanging of garments, rugs and similar articles from the window or from any other façade of the Condominium property shall not be allowed. No sheets shall be used for window coverings unless a temporary basis for a reasonable period of time while awaiting the delivery of ordered draperies or curtains.

10. Noise. Unit Owners shall exercise care and consideration when using musical instruments, radios, televisions, and amplifiers, and in their general conduct, so as not to disturb other Unit Owners and residents.

11. Signs. No sign (including signs advertising home occupations and for sale or for rent signs), symbol, antenna, satellite dish, awning, shutter, outside light, or similar item may be set on or attached to any Unit or limited common element or visible from the outside the Unit in a manner which substantially changes the appearance of the Condominium without approval of the Association's Executive Board. Notwithstanding the above, Unit Owners may affix wood, metal or ceramic name signs to the front door of their Units without approval so long as such signs are not larger than 10 inches by 3 inches. Holiday decorations and lights may be placed temporarily on Units and limited common elements subject to the right of the Association's Executive Board to require their removal or modification.

12. Access. The Association shall have the right of access to any Unit to make emergency repairs necessary to protect the common elements or other Units.

**Rules – Common Elements**

13. Walls. Unit Owners are granted an invasive easement into the common element walls and ceilings of their Units for purposes of hanging or suspending pictures, mirrors, plants and similar items of interior decoration; provided the exercise of this easement does no structural damage, does not interfere with the reasonable use of the common elements or Units of the Condominium by others authorizes to use them; and further provided the Unit Owner or its successor in title shall be responsible for the repair, to the satisfaction of the Association, of any damage to the common elements from the exercise or termination of the exercise of this easement.

14. Usage. No use shall damage or interfere with the operation or maintenance of the common elements or unreasonably interfere with others' permitted use of them.

15. Parking. No commercial vehicle, boat, trailer, camper, or other recreational vehicle shall be parked regularly at the Condominium other than inside a garage for more than two consecutive weeks without the approval of the Association's Executive Board. Such parking inside a garage shall not be permitted without the approval of the Association's Executive Board if it results in parking of the Unit resident's passenger vehicle in outside spaces. Other than your vehicle and a grocery-type cart, any items stored in your parking space must be kept in a Rubbermaid style container not to exceed 16" in width. Further, no items should be stored against the gas meters.

16. Vehicles. No inoperative or unlicensed vehicle may be kept at the Condominium. No vehicle repairs or maintenance may be conducted at the Condominium except for emergency repairs to permit a vehicle that is temporarily inoperative to be moved.

17. Pets.
A. Any pets currently residing in the Condominiums prior to September 1, 2012, are "grandfathered in" for as long as they reside here.
B. No more than 2 household pets, with only 1 being a dog under 50 pounds, may be kept at the Condominium by those owning or occupying any individual Unit. As used in this rule, "household pet" shall include dogs, cats, fish and birds. Pit Bulls, German Shepherds, Akitas, Doberman Pinschers, Chows or any other dog considered vicious are not allowed. When in a common element, the pet owner NEEDS TO KEEP THE DOG ON A LEASH. Pet owners shall keep their pet(s) from creating a nuisance or noise at all times.
C. Pets must be "walked" in the designated dog area at the southern end of the property near the circle drive.
D. Pet owners MUST PICK UP AFTER THEIR PETS both inside and outside of the Condominium property. Waste can be put in the container provided or flushed down your toilet.
E. Dog owners must provide a Certificate of Insurance indicating a minimum of $300,000 liability limits and naming Heather Valley Condominium Owners Association, Inc. as Certificate Holder.

18. Damage to Building, Common or Limited Elements. All damages to the building, including other units, caused by a negligent act of a Unit Owner or persons under their direction, shall be paid for by the Unit Owner.

19. Smoking. Smoking of cigarettes and other materials is not permitted in the common areas. This includes hallways, the lobby, the elevator, and the garage.

20. Grills. One grill per unit is allowed to be outside of the building. Grills must be pulled away from the building when in use.

21. Fees & Fines. A Unit Owner(s) who is found to be in violation of the governing Bylaws or the Rules and Regulations will be notified in writing. The Unit Owner has the right to be heard by the Board of Directors at the next scheduled regular Board meeting. Any fine levied shall be considered an assessment against the Unit Owner(s) and shall be collectible in the same manner as all other assessments as provided in the Governing Documents of the Association.
The fine schedule is as follows:
    1. First Violation – Written notice only. No fine.
    2. Second Violation - $50.00 after the first month.
    3. Subsequent Violations - $100.00 per month thereafter until resolved.

22. Delinquencies. Any installment of the monthly condo fee not paid by the first day of the Month is delinquent and is subject to a $25.00 administrative fee per month, accumulative. If fees are unpaid after thirty (30) days, a call will be made to the member by the Treasurer. If fees still are unpaid after sixty (60) days, a letter will be sent to the Member by the Executive Board.