Amendments to the Rules and Regulations for Carrington Court

Effective Date November 22nd 2010

Insert in Page 5

m. Lease of Condominium Unit

(4) The Association's Board of Directors has elected to institute a maximum number of units allowed to be leased, at 10% of the total number of units within the association. Therefore, since there are 108 current total units, a total number of (11) units are allowed at any given time, with no more than (2) units per building being leased. In the event that there are more than (11) units being leased with approved, current documentation on file, it will be determined by date, which units fall outside of the 10% allocation. Those owners will be notified that upon the termination or expiration of the current lease, that a new lease will not be allowed to occur. The current lease(s) will not be allowed to be transferred from the current lease holder to anyone other than those shown on the current approved lease during this time. Those owners that have leases with tenants, that have not followed the rules and regulations of prior approval of the Board of Directors and/or have no recorded documentation on file of approval of lease, shall terminate the lease within (60) days of notice of being in violation of Carrington Court By-Laws section 8.1.2 Leases.

Insert in Page 6

o. Maintenance & Repair of Units

(1) Every unit owner shall perform properly all maintenance and repair work within the owner's unit, which, if omitted, would effect any portion of the Association's property, or a unit of property belonging to the owners. Liquated damages for violation of this rule shall be $50.00 per occurrence plus the cost of returning association property to its original condition prior to the violation.

(2) Every unit shall be heated, to maintain the unit at a temperature of no less than 56 degrees Fahrenheit, except for the area declared as a garage. In the event that a unit has been deemed to fall below this standard, a fine of $50.00 will be levied against the owner. For every day that a unit remains below this standard, an additional fine of $10.00 per day will be levied against the unit owner until the said unit has shown the Association and/or its representative(s) that compliance of this regulation has been met. Any and all costs and damages to any and all properties resulting from a unit not being properly heated will be borne by that unit owner that is in non-compliance.

u. Conflict of Interest

(1) Board Members have a fiduciary responsibility to the unit owners and board members loyalty cannot be divided. Board members must place the Associations interests above all interests, including their own. The legal definition is "a real or seeming incompatibility between ones private interests and one's public or fiduciary duties". A board member of an Association is a fiduciary. Board members have enough to contemplate as they carry out their administrative duties for the Association, but avoiding conflicts of interest, or even the appearance of such, is critical. The community's faith in their leadership is important and having a conflict of interest significantly undermines the faith placed upon the board.

CARRINGTON COURT CONDOMINIUMS
RULES & REGULATIONS
DUTIES & OBLIGATIONS OF UNIT OWNERS

1.1 UNIT OWNER RESPONSIBILITY

Each unit owner is responsible for the conduct and actions of all residents and guests of the unit owner's unit: including family members and lessees and also any other individual while on Association property at the unit owner's or any unit resident's direct invitation; said responsibility for conduct and actions includes the legal liability to pay any damages for violations as set forth in ARTICLE 1.2 below. In ARTICLE 1.2 below, any reference to "unit owner" shall be interpreted as referring not only to the owner of a unit but also to all the persons for whom that owner is responsible as listed in the first sentence of this paragraph.

1.2 RULES & REGULATIONS

The purpose of these rules is to provide greater ease of living together, to prevent damage to the association property and to protect the substantial investment of each unit owner. Accordingly, any violations of these rules will result in some damage to property, value on investment, right of others, health, or safety; as the amount of said damage is difficult to ascertain, any unit owner responsible for a violation of the rules will be legally liable for payment of damage, both liquidated and other, as set forth below in this article together with costs of collection, including reasonable attorney's fees. For the purpose of this article, the following shall apply:

i. "Common Elements" shall mean common areas and limited common areas unless specifically stated otherwise.

ii. Each incident of violation of any rule shall be deemed a separate occurrence; a violation, which is continuing in nature, shall be deemed a separate occurrence for each whole or partial calendar month in which it occurs, or as stated in the rule.

These rules are in addition to the Declaration, By-Laws and the documents, contracts, declarations, and easements set forth in the Declaration and By-Laws, and in the event of a conflict, the Declarations, By-Laws, contracts, documents, and easements referenced therein shall govern.

a. USE

No unit owner shall occupy or use any unit of the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, lessees, or guests. Liquidated damages for violation of this rule shall be $50.00 per occurrence.

b. COMMON AREAS

(1) Any resident wishing to have an outdoor party using any common areas must first register with Associations' Board of Directors and sign an agreement accepting liability for any damages done to the common areas (e.g. lawn, shrubs, etc.).

(2) The common areas shall not be used for playing soccer, football, softball, hardball, volleyball, or of any other activity that requires special equipment or any activity in which damage or destruction of the common areas results.

(3) There shall be no obstruction or destruction of the common areas and nothing shall be stored thereon without the prior written consent of the Associations' Board of Directors.

(4) Unless otherwise permitted in these rules, no object or structure, other than moveable furniture or moveable grills shall be place unattended on the common or limited common areas without the prior consent of the Association's Board of Directors.

(5) Nothing shall be altered, removed from or constructed in the common areas except upon the prior written consent of the Association's Board of Directors or as otherwise permitted in these rules.

(6) Liquidated damage for violations of b(1), b(2), b(3), b(4) or b(5) shall be $50.00 plus the cost of returning the Association property to its original condition prior to the violation.

c. PORCHES, PATIOS, & DECKS

Due to the space limitations, safety considerations, and the necessity to maintain a uniform appearance so as not to degrade property values, no items of any sort shall be stored or displayed on any common areas; including limited common areas (e.g. porch, patio or deck) or grassy or landscaped areas; the only exception to the foregoing shall be as follows:

(1) Items generally considered to be of an appropriate holiday nature may be displayed in porch/ patio areas and in the landscaped areas adjacent to the owners unit for a period not to exceed 1 week prior to the holiday and no later than 3 days after the holiday. The ONLY exception is Christmas decorations, which may be displayed after Thanksgiving thru January 5th.

(2) Liquidated damages for violation of these rules c(1) shall be $50.00 per occurrence plus the cost of returning association property to its original condition prior to he violation.

d. GARBAGE

(1) All garbage and trash (including appliances, furniture, and bedding) shall be properly bagged and disposed of so as not to produce health or safety hazards.

Unit owners are responsible for calling for a special pick-up for items not generally dumped in the trash containers. All cardboard shall be broken down and bundled so it can be disposed of in the proper container.

(2) Your cans should be put out for the trash collector no earlier than Tuesday evening and should be stored inside your garage by no later than 6:00 PM on Wednesday evening.
Liquidated damages for violation of d(1) and d(2) shall be $50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

e. UNIFORM EXTERIOR APPEARANCE OF UNITS

(1) No action shall be taken by any unit owner to alter or individualize the exterior surface of any unit with the following exceptions:

Items generally considered to be of an appropriate holiday nature may be placed upon the exterior surface of the unit during the times specified in Article c(1) provided the items are easily removable and upon their removal any holes made in the exterior surfaces shall be properly filled and the property returned to its original condition

(2) Interior surfaces of any window in whole or in part shall not be covered permanently, boarded-up, tinted, painted, or frosted.

(3) All front doors, storm and screens shall be maintained in good condition as with garage doors and service doors.

(4) All windows shall be maintained in good repair without cracks or breaks. Liquidated damages for each violation of e(1), e(2), e(3), or e(4), shall be $50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

f. INCREASE IN INSURANCE RATES
No unit owner shall do or keep in any unit or common areas anything which will increase the rate of insurance on the Association property or which will result in the cancellation of the insurance on any unit or any part of the common property. Liquidated damages for violation of the rule shall be $250.00 per occurrence plus the cost of returning association property to its original condition prior to the violation.

g. FLAMMABLE LIQUIDS & EXPLOSIVES

(1) Gas, gasoline, and other flammable liquids (excluding paint thinners and cleaning solvents or gas for gas grills) shall not be stored or used in any unit, or in the common areas.

(2) No explosive substances of any type shall be stored or used in any unit or common areas.

(3) Paint thinner and volatile cleaning solvents may be stored in units, but the total amount of these items shall not exceed two (2) gallons and they mist be stored in a fire/explosive safe manner.

Liquidated damages for violation of g(1), g(2), or g(3) shall be $100.00 per occurrence.

h. DISTURBANCE & OBNOXIOUS ACTIVITY

No unit owner shall carry on any obnoxious or offensive activity in any unit or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to others including but not limited to an excessive sound level from any source including stereo speakers. Liquidated damages for violation of this rule shall be $50.00 per occurrence.

i. SIGNS

No sign, poster, banner or flag of any kind (except holidays as previously stated) shall be displayed on or from any unit, as per Article XIV, section 4 of the By-Laws. Liquidated damages for violation of i. shall be $150.00 per occurrence.

j. PARKING

(1) Each unit owner shall have the right to park cars, vans, motorcycles or small non-commercial trucks, which must be in good working condition and movable under its own power, on a first-come-first-serve basis in the available outside parking spaces.

(2) No vehicle shall be parked in any parking space so as to obstruct or infringe upon any other space or garage, the driveway or the fire lanes or next to the green areas. (NOTE: The Association's Board of Directors may enforce all City Ordinances pertaining to fire lanes, and violators will also be subject to a police ticket.)

(3) No moving van or truck or any type of vehicle (bicycle) shall be parked on or driven across grass areas without prior written consent of the Association's Board of Directors.

(4) No repair or maintenance of any vehicle that cannot be performed within two (2) hours shall be performed outside a garage on association property.

(5) Any vehicle parked outside must have a valid license plate. Owner of the vehicle is responsible for clean up of any debris and leakage of fluids.

(6) Each unit owner shall completely vacate the parking areas within 12 hours for any daylight snow removal operation. During snow removal operation a vehicle parked on association outdoor parking areas may be towed away and/or be responsible for snow removal.

(7) Each unit owner shall completely vacate the outdoor parking area during any announced maintenance activity. Any vehicle left in the Association parking area during maintenance activity may be ticketed and/or towed away.

Liquidated damages for violation j(1), j(2), j(3), j(4), j(5), j(6) or j(7) shall be $50.00 per occurrence and/or plus the cost of returning Association property to its original condition prior to the violation and the cost of towing away the violation vehicle.

k. LATE MONTHLY FEES

Any unit owner who is more than 30 days late shall be subject to a late charge and/or and an assessment for each month that is late. Said charge/assessment shall not exceed $25.00 per month. And be subject to any and all cost of collection, including reasonable attorney's fees.

l. GARDENS

Only container type gardens or flowers are allowed. No digging up grass of the common areas is permitted. If in the future it becomes necessary, the landscape committee and/or the Board of Director's must approve all gardens. Failure to do so shall be fined as liquidated damages $50.00 and return of Associations property to its original condition.

m. LEASE OF CONDOMINIUM UNIT

All lease forms for the rental of any unit shall be in writing. The owners must also inform tenants of the Declaration, By-Laws, and the Rules & Regulations of the Association.

(1) The lease shall include a provision that the tenant acknowledges receipt of and agrees to abide by the Declaration, By-Laws and Rules & Regulations of the Association.

(2) The lease shall contain a provision that upon occupancy the tenant and/or the unit owner shall immediately notify the Association's Board of Directors or its authorized agent of the tenant's telephone number. The lease is also to contain the address and telephone number of the owner.

(3) The lease shall state that the owner maintains the responsibility for payment of the maintenance fess and/or any special assessments made by the Association's Board of Directors.

Liquidated damages for violation of m(1), m(2), or m(3) shall be $50.00 per occurrence.

n. MAIN WATER LINES

All unit owners who have the main water supply in their units for the building in which they live at, must let the Board of Directors know how they can be reached and/or their representative who will be able to get into their unit in case of an emergency shut off or repairs of the main water line or the main sprinkler water line.

Liquidated damages for violation of n. shall be $25.00 per occurrence and any cost for rescheduling of appointment. All damages that occur for entering said premises shall be the responsibility of the unit owner if the unit owner does not cooperate with the Association.

o. MAINTENANCE & REPAIR OF UNITS

Every unit owner shall perform properly all maintenance and repair work within the unit owner's unit, which, if omitted, would effect any portion of the Association's property, or a unit of property belonging to the owners. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost of returning association property to its original condition prior to the violation.

p. ANIMALS

(1) Under NO circumstances are any pets permitted to use the front lawn areas to "relieve themselves"; the area that is permitted to be used is the lawn areas on the back of the building. It is the responsibility of the unit owner to PICK UP immediately after their pet. Any damage done to the common areas (e.g. lawns) will be repaired at the unit owners' expense.

(2) Disturbing the peace. No person may own, keep, have in his or her possession, or harbor any animal, which by frequent and habitual howling, yelping, barking or otherwise shall cause serious annoyance or disturbance to persons in the neighborhood. All dogs must be on a leash and no dog will be left outside unattended at any time.

(3) Their shall be no feeding of wild animals except for birds, and it shall be the owners responsibility of a bird feeder to keep the area around free of weeds and grasses that may sprout from the bird seed.

Liquidated damages for violation of p(1), p(2) or p(3) shall be $74.00 per occurrence during any partial or whole calendar month.

q. CONDO DOCUMENTS

There will be a replacement charge for lost or damaged condominium documents of $10.00 per set.

r. ASSOCIATION BUSINESS

(1) No one is allowed to interrupt with Association business such as interfering with work crews or any person who have been employed or under contract (to perform certain duties) that has been authorized by the Association or to be a nuisance by not cooperation with such work orders, or not by letting them complete their duties.

Liquidated damages for violation of r(1) shall be $150.00 per occurrence.

s. PATIOS & DECKS

(1) All unit owners with patio/decks are only allowed to have patio furniture and potted plants; no toys, bicycles or barbecue grills are allowed. (All barbecuing should be done close to your garage).

Liquidated damages for violation of s(1) first offense shall be a written warning, second offense shall be a $25.00 fine per occurrence

t. ANTENNAS & SATELLITE DISHES

(1) Any type of antenna or satellite dish that is on the exterior of the building or any common areas is prohibited.

Liquidated damages for violation of t(1) shall be a written warning for the first offense in which there will be 5 days to remove. If not removed within the prescribed days there will be a $50.00 per occurrence.

1.3 ENFORCEMENT OF RULES

The Association's Board of Directors shall enforce the rules set forth in Section 1.2. Unit owners shall be notified in writing by the Association's Secretary or Manager of violations of the rules together with any amount, which may be due and payable to the Association as a result of each occurrence of a violation. The Association may in its discretion issue a written warning prior to citing any unit owner with an actual violation. Any notice shall be deemed received upon either by personal delivery to a unit owner/occupant or three calendar days after mailing said notice by certified mail addressed in the Association's records. The Association shall have the right to enforce its rules by appropriate legal action, including an action to collect damages from a unit owner; in the event of legal action is required, the Association shall have the right to collect all reasonable costs associated with the same, including reasonable attorney fees.