

## RULES AND REGULATIONS OF THE ASSOCIATION

The following rules and regulations are adopted by Marshall Park Condominium Association, Inc. (The "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

### ARTICLE I GENERAL

- 1.01 Applicability to All Residents.** All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.
- 1.02 Definitions.** All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Marshall Park Condominium (the "Declaration").
- 1.03 Keys and Locks.** The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.
- 1.04 Winter Heating.** Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit and not above 72 degrees during the winter months.

### ARTICLE II APPEARANCE

- 2.01 Signs.** No sign of any kind (including "For Sale" signs) shall be displayed to the public view on any Unit or on any common area without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale or rental of Units.
- 2.02 Hanging of Garments and Window Coverings.** The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for the window coverings. All window coverings shall have white on the side facing the exterior.
- 2.03 Protrusions.** No awning, machines, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association. One sleeve air conditioning unit shall be allowed per Unit.
- 2.04 Antennae.** To the extent this restriction is permitted by applicable law, no exterior antennas, windmills or satellite dishes shall be erected on any Unit without the prior written approval of the Association
- 2.05 Laundry.** No Laundry is to be hung on the decks, patios, and balcony or in windows for any reason.
- 2.06 Exterior appearance and Decks/Patios.** Window treatments are to be white on the side facing the exterior. Nothing can be hung on the Decks/Patios from the bricks or spaces between the bricks on the balcony. Nothing may be hung from or installed on the wood wall dividing adjoining Decks/Patios. Bird feeders are prohibited. No laundry may be hung anywhere on the Decks/Patios or on any common elements. There shall be no painting of any brick or wood on the Decks/Patios or the ceiling above the Decks/Patios. The metal railing may be painted only by the Association. All decks open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except that on the 2<sup>nd</sup> through the 4<sup>th</sup> floors, patio and deck furniture is permitted. No grills are permitted on decks due to fire safety codes. Holiday lights on the balcony are permitted for the month of December provided that they are wrapped or tied around the balcony railing.

- 2.07 Welcome Mats.** Welcome Mats or the like, may not be placed in front of unit doors and/or in common area hallways. Only floor mats issued by the Association at no charge may be placed in front of unit entry doors.
- 2.08 Door Decorations.** Holiday Unit Door Decorations in the common area hallway shall not be extravagant in nature and may be in place no early than 3 weeks before and removed no later than 1 week after the holiday date.

### **ARTICLE III USE RESTRICTIONS**

- 3.01 Animals.** Unit Owners shall be allowed to keep approved pets, with the exceptions of: no more than a total of 2 cats; no dogs except for the dogs residing in the building before August 27, 2007. Animals shall be carried or kept on a leash at all times when not in the Units. No animal shall unreasonably disturb other Condominium residents and no animal shall be left unattended in any portion of the Common Elements. All animals must be registered with and approved by the Association. Owners of animals shall be liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit owners are responsible for the immediate clean-up of their animals regardless of the circumstances. The Association may require a Unit Owner to remove any pet from the Condominium if the provisions of this section are not satisfied or if a pet disturbs other residents. **Visiting Dogs:** A visiting dog needs to have its owner staying with the current resident of said unit. A visiting dog's length of stay is limited to one week or less. Pet sitting is not allowed under any circumstances. Visiting Dogs must comply with all requirements of item 3.01 or be subject to removal.
- 3.02 Community Room.** Community Room may be reserved on a first come basis by contacting a Board Member. There is no charge to use the Community Room. The Association reserves the right to charge for any cleaning services required and/or damages that occur.
- 3.03 Damage to Common Elements.** Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner and/or the person causing such damage.
- 3.04 Maintenance of Unit.** All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that may result from any failure to maintain or repair.
- 3.05 Maintenance of Common Elements.** Unit Owners shall be prohibited from discarding any materials from the windows, balconies or doors of the Units and shall be prohibited from discarding any materials into or on the Common Elements.
- 3.06 Nuisances.** No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners shall, at their own expense, comply with all city, state and federal laws applicable to their Unit.
- 3.07 Storage.** The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.
- 3.08 Storage Closets.** Hallway Storage Closets are available to rent from the Association. They are available on a first come basis. Association storage rules shall apply.

**ARTICLE IV  
VEHICLE RESTRICTIONS**

- 4.01 Obstruction and Parking Lots.** Driveways shall not be used for any purpose other than the ingress and egress to the parking lot.
- 4.02 Bikes/Recreational Equipment.** Unit Owners shall keep bikes and other recreational equipment in their storage unit, the bike area in the parking garage, or in their assigned parking area in the parking garage and not stored in the Common Elements, or other Limited Common Elements.
- 4.03.1 Outside Parking Lot.** Unit Owners shall be entitled to regularly use only one space on the outside parking lot. Only licensed, operational vehicles may be kept on such lot. There shall be no storage or parking of boats, trailers, or recreational vehicles or equipment on the outside parking lot.
- 4.04 Hallway Fire Doors/Garage Doors/Exterior Doors/Lobby Doors.** May be propped open when being used to move in/out of the building or for maintenance and/or cleaning purposes. Wedges to hold open Hallway Fire Doors will be located in a container at the bottom landing of each stairwell. Wedges must be returned to its' container immediately after each use. Wedge for Fire Door to parking garage will remain by the door and dislodged immediately upon its' use.

**ARTICLE V**

**AMENDMENTS**

This document may be amended at any time by the Board of Directors of the Association. Updated 1/5/2015