

Martha's Landing Homeowners Association House Rules

Although the following rules are officially called the "Martha's Landing Homeowners Association House Rules" and are examples of a "Good Neighbor Policy", these rules do not supersede any rules or regulations listed in the CC&R's.

Owner's Responsibility

The Owner is ultimately held responsible for any damage to common areas or limited common areas caused by the renter, temporary caretaker or guest. Rental of a unit does not constitute a waiver or relinquishment of the Owner's responsibility as specified in the Declarations and Bylaws. A lessee, renter, guest or temporary caretaker must follow all house rules and CC&R's.

Common Areas

The common areas are identified as: Cabana including but not limited to Pool, Spa, Sauna, Tanning Room, Gym, Kitchen area & meeting rooms, breezeways, stairways & walkways between residences, landscaping, grassy areas, children's play areas, vehicle parking areas, designated garbage/recycling areas, postal mailbox areas, main building entries, and side door entries.

Particular care is to be taken moving furniture, etc. to avoid damage to walls and other building structures or amenities. Any damage found will be the responsibility of the homeowner for paying the cost of repairs and/or cleaning.

Any debris left from moving or transforming items such as Christmas trees and decorations are to be clean up immediately by the person responsible for the debris.

Any homeowner, renter, guest or caretaker found to be polluting or causing damage to common areas, limited common areas, or other units will be fined and responsible for all costs and repairs associated with the clean up and/or damages.

Security

Never admit anyone into the common area premises that you do not know. Strangers should be advised this is a private facility. If they are visiting a resident they need to be accompanied by that resident into the facilities. Any homeowner, renter, guest or caretaker found letting strangers into the common area would be fined.

Please make sure doors latch property upon entrance or exit to the building, and report any door not closing properly to appropriate Management Company.

Renting/Leasing

No owner may lease or rent less than his or her entire unit. Permission must be attained from The Homeowner's Association Board prior to putting up a condominium unit for rent or lease. The Homeowner's Association Board must approve all rental or leases. All leases must be in writing and delivered to the Management Company or Association within 72 hours of the lease being signed. All owners who rent their units without written permission from the Board, will be fined \$150.00 per month from date that the lease was signed.

Smoking

No smoking is permitted inside the common area known as the cabana/clubhouse/gym/pool/spa area. Throwing cigarette butts into the landscaping and all common areas is subject to a fine.

Business or Commercial Use

All units associated with a business must be the primary resident of the business owner. All existence or operation of the business in a unit must not be apparent or detectable by sight, sound or smell from outside the unit. A business entity must not be illegal or involve regular visitation to the unit by clients. No goods, equipment or supplies used in the connection of the business may be kept, parked or stored outside the unit.

Windows & Doors

An owner or renter may not change the appearance of any Common Elements without permission from the Association. Upgrade of windows must first be approved by the Association and conform to all common windows in the complex. If an owner or renter does not comply they will be fined up to \$5,000, required to uninstall the window or door, get the Board's approval to either re-install the original window or door, or re-install a window or door according to the Board's specifications. An owner or renter must also install proper window décor, i.e. drapes, window scarf's and/or valances.

Decks & Patios

An owner or renter may decorate their decks or patios with planters, new or like new outdoor furniture, BBQ's, firewood and bikes without approval of the association. An owner or renter may not install hot tubs or other equipment such as blinds on their decks or patios. The Association must approve all fences around the patios. No owner or renter shall leave their trash stored on their decks/balconies or patios. No owner or renter may use his or her deck or patio as an additional storage area. Quiet hours also pertain to decks/patios.

Barbeques

Do not place barbeques next to the siding or railings while in use as it may damage the building siding material or cause a fire. Turkey deep fat fryers pose a fire hazard and will not be allowed.

Noise Control

All owners or other tenants, guests or leasers shall be required to minimize the transmission of noise from their unit, deck or patio to other units in hearing range within the condominium. Quiet Hours are established as between 10pm and 8am.

All owners or renters on the second floor must get the Association's approval prior to installing tile or hardwood floors. Penalty for non-compliance will first be a fine of up to \$5,000. Second, the offending party must uninstall the flooring and get the Board's approval to either re-install the original carpeted flooring or re-install the tile or hardwood flooring according to the noise abatement specifications of the Homeowner's Association Board. Non-compliance will result in a lien against the property.

Dues

Homeowner's dues are due on the first and are late by the 15th of each month. A fine of \$25.00 will be incurred if payment is late.

Move-In Fee

All new owners will be assessed a move-in fee of \$75.00 payable with their first association dues.

Fine Schedule

When a violation has been identified, the Management Company should be notified. The notification must include the name of the homeowner/renter submitting the notice, the homeowner name and unit number in violation, and the nature of the violation. The Board will review the infraction at the next possible meeting, and if valid will have the Property Management Company notify the offending party. Fines per specific violation will be levied per the following schedule or as stated previously as identified by the infraction.

Fines

Fines are levied for violations of House Rules or CC&R's. And will be compounded and if not paid in full, a lien will be placed on the property.

1. 2 Board members must approve warning letters before sending.
2. 2 Board members must approve all fines and will be sent out after each infraction.
3. All fines will be compounded and if not paid in full a lien will be placed on the property.
4. Liens can be assessed at any time by vote of the board.
5. First warning letter is a 30-day notice to fix, repair or cease stated infraction.
6. Second letter will be \$25.00 fine.
7. Third letter will be \$50.00 fine.
8. Fourth letter will be \$100.00 fine.
9. Fifth letter will be \$200.00 fine.
10. Sixth letter will be a \$400.00 fine.
11. Final notice will be sent 30 days before lien is place on the property.
12. All individual fines will be capped out at a \$400.00 maximum per infraction.
13. New infractions will start with a 30-day warning letter.

Parking

Owners may lease their parking space that is assigned to their unit. All parking spaces are for use by operating vehicles such as automobiles, light trucks, motorcycles and passenger vans. Current tags must be visible on all vehicles parked on the property. All vehicles must be in working order and must be drivable. Any damage or soiling of a parking surface from any vehicle leaks is subject to fines. Visitors may park in the Visitor Parking area for no more than 3 consecutive days and limited to 8 hours per day unless authorized by the Association. Parking in "No Parking" or "Fire Lanes" is illegal and are subject to ticket, towing or both. No tandem parking except for motorcycles. No resident will be allowed to park in the "Visitor Parking" or your vehicle will be towed, fined or both.

Signs

The Association must approve all signs attached to the exterior of any building. No "For Sale", "Rent" or realtor's signs can be attached to the building or set on the premises. Any change in the exterior of the building including but not limited to Name or House Numbers must be approved by The Homeowner's Association Board.

Garbage & Refuse

All garbage, recyclable and other waste shall be discarded only in the marked sanitary containers and placed inside designated garbage pick-up containers. All trash must be placed inside the dumpsters and nothing shall be left outside the designated garbage container, i.e. furniture, appliances or garbage bags.

In order to discourage pests and critters such as raccoons, rats, etc. no garbage, refuse or food products including seeds or nuts to feed birds or squirrels shall be stored or placed outside on patios, decks or in any common areas.

Nuisances

No obnoxious, offensive or undesirable items, use or activities shall be permitted or maintained within a unit and common areas, not limited to odor, noise or vibration. Neighbors should be aware of their noise level between 10pm and 8am, which are the common courtesy quiet hours.

Antennas & Satellite Dishes

No dish or other types of exterior antenna or receiver larger than one meter in diameter shall be allowed unless approved by the Association and shall not be placed in any common areas.

Pets

Dogs are required to be on a leash at all times and under control of the owner while in common or limited common areas. Pet owners or temporary caretakers are responsible for the immediate removal and disposal of all animal waste. Pet owners or caretakers are responsible for prevention of odor, nuisance, noise, unsanitary conditions and other problems relating to their pets. Any damage or stains resulting from pets in the common or limited common areas will be cleaned or repaired at the owner's expense. Only 2 cats or 2 dogs equal to 40 pounds are permitted per household. No pets inside or around the pool area.