

THE PINNACLE CONDOMINIUM OWNERS ASSOCIATION (PCOA)

Rules and Regulations

Date October 1, 2023

This document constitutes a reformatting of the existing Rules and Regulations of the PCOA. If any of the Rules and Regulations conflict with a provision of the Condominium Act, Master Deed and/or Bylaws, the Condominium Act, Master Deed and/or Bylaws shall control.

TABLE OF CONTENTS

RULES AND REGULATIONS	1
1. Amendments	1
2. Compliance	1
RULES	1
1. Building Access	1
2. Business Activities	2
3. Children	2
4. Common Exterior Areas	2
5. Common Interior Areas	4
6. Disruptive Behavior	5
7. Illegal Activities Prohibited	5
8. Insurance	5
9. Owner Maintenance, Replacement and Repair Responsibilities and “Limited Common Elements”	6
10. Quarterly Maintenance and Monthly Spraying for Insects	8
11. Moving In or Out Requirements	8
12. Noise & Nuisance	9
13. Pets	10
14. No Smoking on Entire Property	11
15. No Soliciting	11
16. Unit Balconies & Windows	11
17. Vehicles	12
18. Rentals	13
19. Selling Your Unit	14
20. Visitors	14
21. Fines and Sanctions	14

RULES AND REGULATIONS

The following Condominium Rules and Regulations (hereinafter, “the Rules”) have been established for the benefit of all owners of condominium units at The Pinnacle. These Rules are intended to contribute to promoting and preserving a safe, clean, and hospitable environment for the owners, and assuring the peaceful enjoyment of our community. They are also intended to protect and enhance the property.

The Rules are not designed to unduly interfere, restrict, or burden the use or enjoyment of the property. However, all owners, residents, and their guests are expected to abide by the Rules, which are meant to supplement the provisions of the Condominium Act, the Third Amended and Restated Master Deed (“Master Deed”) and/or Bylaws.

If any of the Rules conflict with a provision of the Condominium Act, Master Deed or Bylaws, the Condominium Act, Master Deed and/or Bylaws shall control.

1. AMENDMENTS

The Board of Directors (“Board”) under the Master Deed and Bylaws, the Board is authorized to make, amend, or repeal a Rule. When making, amending, or repealing a Rule, the Board must:

- a) Notify owners about any changes they want to make before those changes become effective.
- b) Provide all owners with written notice of the Rule at least 30 days before the Rule becomes effective.

2. COMPLIANCE

All owners bound by the Rules shall comply with them, and the Rules may be enforced in the same manner as the Master Deed and Bylaws are enforced.

RULES

1. BUILDING ACCESS

Access to the Pinnacle is restricted to unit owners, tenants, their guests and PCOA employees. Unit owners, tenants and employees may be issued door codes (call box access), fobs and/or cards that are used to open gates and exterior doors. There is a charge for fobs and cards that is the responsibility of the unit owner.

1.1 DOOR CODES FOR REMOTE ACCESS VIA CALL BOXES

Owners and Tenants may have a 3-digit code assigned to their mobile phone that can be used by guests for entry into the building. The procedure is simple and the Owner/Tenant does not have to be on premises for it to work. The Owner/Tenant only has to be in cell service. The guest can punch in the three-digit code and press “call” on the call box. When the Owner/Tenant’s phone rings, answer it and press “9”. The door will then unlock allowing the guest entry into the building. The call boxes are located at the front and rear (double door) entrances.

Door codes cannot be assigned to third parties such as contractors, vendors or realtors.

Owners may request temporary access cards to allow access for contractors working on their units or realtors showing their units for sale or rent, however the temporary access cards will be disabled after 30 days unless the Owner requests a longer period in writing, explains the need for the longer period and the Board approves the longer period.

1.2 FRONT AND REAR GATES AND ONE-WAY TRAFFIC PATTERN

The front and rear gates open and close automatically, and video cameras monitor vehicles entering and exiting the property. Simply pull up to the gates and they will open automatically. Do not push or force the gates open with a vehicle because that will cause damage to the gates, for which the offending person will be responsible. Owners/Tenants who have guests and/or vendors that damage the gates will be responsible for the cost of repairs and for fines.

There is one way in and one way out. Any Owner or Tenant not following the one-way traffic pattern will be subject to fines. As in the case of damage to the gates, for any guest or vendor not following the one-way traffic pattern, the Owner/Tenant they were visiting will be subject to a fine.

1.3 KEYS

A master key of each unit is to be provided to the COA office in case of issues and pre-approved access. When locks are changed, it is required that a new key be provided to the COA office.

1.4 EMERGENCY ENTRY

The COA or building management is authorized to break the lock if a key has not been previously provided or does not work in the case of the need for emergency access.

2. BUSINESS ACTIVITIES

The only business activity permitted in units is as a work from home/remote office. Business conducted involving customers or prospects on site is prohibited.

3. CHILDREN

Any child under the age of 12 is required to be supervised by an adult. Children are not permitted to play in the lobby, hallways, stairways, elevators, or other common areas of the building.

4. COMMON EXTERIOR AREAS

4.1 PARKING

4.1.1 Parking spaces are assigned per Unit by the Board. Two bedroom and three bedroom units are assigned two spaces and one bedroom units are assigned one space. If two Owners desire to swap parking space assignments, they must give written notice of the request to the Board and the Board will consider the request at the next regularly scheduled board meeting. The Board maintains a master list of all assigned parking spaces, which is available upon request.

4.1.2 Decals must be acquired from the PCOA office for each vehicle authorized to park in any assigned space. Vehicles that are parked in spaces for which they are not registered and vehicles without a parking decal are subject to towing and/or fines.

4.1.3 Vehicles parked in assigned spaces must be operational and properly licensed with up-to-date tags. Vehicles that are leaking fluids must be removed from the parking areas and not return until the leaks are fixed.

4.1.4 Contractors working on a unit may unload materials and tools in the designated loading zone at the back of the building but must park in the visitor area in the rear parking lot unless another location is pre-approved by property management.

4.1.5 Violation for Parking in an Owner's or Tenant's Assigned Parking Space. If someone parks in an Owner/Tenant's assigned space without permission, it could be an honest mistake. It is recommended that a note be put on the car advising that it is a reserved space and the car should be moved. For a reoccurring offenses, advise the Property Manager or Board via Condo Control. If the violating vehicle is owned by an Owner or Tenant or their guest, the Owner or Tenant is subject to a fine and the car may be towed. The Property Manager or Board may authorize the car to be towed if it is not promptly removed.

4.1.6 Visitors may only park in the designated visitor parking area on the front drive and at the back of the rear parking lot. Visitors may park in an Owner's or Tenant's assigned spaces, if permission is granted by the Owner or Tenant. Long term parking (in excess of 5 days) in the visitor parking areas is not permitted for anyone unless specifically authorized by the Board.

4.1.7 Unloading/Loading Zone. At the rear entrance to the building, the loading zones are limited to loading and unloading of vehicles and for passenger pickup/drop-off and there is a 15-minute time limit. Potential fines may be imposed if the 15-minute time limit is surpassed.

4.2 POOL

4.2.1 Hours of pool usage are from 10 am to Pym daily.

4.2.2 Children under 15 must be accompanied by a responsible adult.

4.2.3 Not allowed in or near: Diving, Running, Glass, Pets

4.2.4 Swim at own risk. There is no lifeguard on duty.

4.2.5 Guests must be accompanied by Resident when they are at the pool. The maximum number of guests permitted in the pool area is 4 per Unit, unless prior Board approval is given.

4.2.6 The pool and pool deck area may not be reserved for private events.

4.3 COMMUNITY GRILL

A community grill is provided on the pool deck and available for all residents to enjoy. Residents must bring their own cooking tools and cleaning supplies. The grill must be cleaned after each use (including the grease pan). Fines will be assessed if not cleaned after use.

5. COMMON INTERIOR AREAS

5.1 CLUB ROOM

5.1.1 Hours 8 am to 10 pm

5.1.2 Reservations for private events for owners and tenants are permitted. Reservations must be scheduled through Condo Control at least 3 days in advance of the event. The Club Room may not be reserved for commercial activities, including but not limited to rummage or “garage sales”.

5.2 FITNESS CENTER

5.2.1 Hours open are 24 hours/day, 7 days/week.

5.2.2 Children under 16 are not permitted in the Fitness Center unless accompanied by an adult and must use the equipment as intended, no playing on the equipment.

5.3 THEATER ROOM

5.3.1 Reservations by Owners and Tenants are permitted through Condo Control.

5.3.2 Hours: 8 am to 10 pm

5.3.3 Minors must be accompanied by an adult.

5.3.2 Clean the theater room after each usage.

5.4 LAUNDRY ROOMS

Each floor except the first has a community laundry room located to the right of the elevators. A pair of washers and dryers is located on each floor and are free for use by Owners/Tenants. They cannot be used for commercial purposes and may not be used to wash clothing of individuals who do not reside on premises. Please be respectful of other residents when doing laundry and follow these rules:

5.4.1 Time your wash and dryer sessions for 30 to 45 minutes and then without delay switch clothing in washer to dryer and remove clothing from dryer when the cycle is complete.

5.4.2 Clean machines and remove lint from the dryer after each usage.

5.4.3 Do not overload the washers or dryers. That will cause damage to the machines and possible fire/smoke. Clothing should be loosely placed in the washer and do not totally fill the washer with clothing items.

5.4.4 Do not wash large blankets, pet bedding, shoes or boots in the machines.

5.4.5 If the laundry rules are not followed, fines will be assessed.

6. DISRUPTIVE BEHAVIOR

No form of disruptive behavior or harassment will be tolerated. Further, no noxious or offensive activity shall be carried on upon, in any unit or the common area, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the Owners or the residents of the units.

The following are some examples of disruptive behaviors that will be addressed by the COA Board and/or Law Enforcement:

- 6.1.1** Following or making advances of any nature to a person who does not welcome your presence.
- 6.1.2** Contacting a person who has asked you not to contact them.
- 6.1.3** Interfering with the rights of residents to use and to quietly enjoy their unit or the common areas of the property.
- 6.1.4** Any repeated behaviors that are disruptive to the community for which an Owner, Tenant or guest has been asked by the Board to cease and the behavior has not ceased.
- 6.1.5** Interfering with PCOA employees or PCOA vendors in a way that prevents them from doing their jobs.

If the disruptive individual is a Tenant, the COA has the right to require the unit Owner to evict the Tenant from the property.

7. ILLEGAL ACTIVITIES PROHIBITED

Illegal activities as defined by the laws, ordinances and regulations of the governmental authorities that have jurisdiction in this location are not allowed anywhere on the premises, including without limitation all common areas and inside units.

8. INSURANCE – See Section 4.4 of the Master Deed:

Quoted from the Master Deed: Section 4.4 Unit Owners Insurance.

(a) Every Unit Owner shall maintain comprehensive general public liability insurance coverage which policy must insure the Unit Owner and the Association against any and all losses, claims, demands or actions arising from the Unit Owner's use, enjoyment and occupancy of the Unit, the Common Areas or adjacent property, or any portion thereof, with a minimum single limit of not less than Three Hundred Thousand and no/100 Dollars (\$300,000.00) for personal injury, bodily injury, death or for damage or injury to or destruction of property, (including the loss of use thereof) for any one accident

or occurrence. In addition, every Unit Owner shall maintain casualty insurance covering his Unit for (A) loss or damage by fire; (B) loss or damage from such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement," including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, water damage and debris removal; (C) loss for flood if the Unit is in a designated flood or flood insurance area; and (D) loss or damage from such other risks or hazards with respect to the Unit that the Association determines to insure against. At all times, such insurance coverage shall be in an amount equal to one hundred percent (100%) of the then "Full Replacement Cost" of the Unit. "Full Replacement Cost" shall be interpreted to mean the cost of replacing the Unit, without deduction for depreciation or wear and tear, including costs attributable to upgrades required by changes in laws and regulations governing zoning, public access and accommodation, workplace conditions, public health or safety or similar matter, and it shall include, to the extent reasonably obtainable, a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Unit in the event of damage thereto or destruction thereof.

(b) Every Unit Owner shall obtain and maintain insurance coverage upon their furniture, furnishings, household goods, appliances, fixtures, the Limited Common Elements appurtenant to their Unit, and all other personal property of the Unit Owner used, maintained, kept or stored in their Unit or on the Property, including without limitation, all HVAC units, water heaters and other appliances located either within the Unit or outside of the Unit and exclusively serving the Unit, against loss or damage by fire, windstorm or other casualties or causes for such amount as the Unit Owner may desire but in no event less than One Hundred Thousand and no/1 00 Dollars (\$100,000.00), in accordance with standard fire and extended coverage insurance policies in effect for multi-family dwelling owners.

(c) Each insurance policy required to be maintained by the Unit Owner hereunder shall (i) be furnished by the Unit Owner to the Association upon demand, (ii) name the Association as loss payee, and (iii) contain the provision that the policy may not be cancelled or have a material change in coverage without first giving the Association not less than thirty (30) days' prior written notice. A Unit Owner shall furnish the Association with a certificate of insurance for each policy within thirty (30) days of the Unit Owner's occupancy of their Unit.

In the event that any Unit Owner fails to obtain insurance as required by this Section 4.4, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Unit Owner, to be collected in the manner provided for the collection of assessments under Article 6.

9. OWNER MAINTENANCE, REPLACEMENT AND REPAIR RESPONSIBILITIES AND "LIMITED COMMON ELEMENTS"

9.1 OWNER RESPONSIBILITY

The Rules regarding "who" fixes "what" in a condominium complex are governed by State Law (TCA 66-27-203 and 66-27-302) and the provisions of the Master Deed. In summary, a Unit Owner is solely responsible for:

9.1.1 all interior surfaces (including walls, ceilings and floors);

- 9.1.2 all appliances;
- 9.1.3 all plumbing fixtures and plumbing piping (supply and drains) that serve the unit;
- 9.1.4 the electrical breakers and panel, lighting, switches, outlets, wiring that serve the unit;
- 9.1.5 the HVAC equipment and duct work that serve the unit;
- 9.1.6 any cable or internet wiring and/or connections;
- 9.1.7 all interior sheetrock and doors (including entrance door);
- 9.1.8 the balcony railing/glass and flooring;
- 9.1.9 windows, sliding glass door and panels.

Owners are also responsible for maintaining, replacing and/or repairing any “Limited Common Elements” which by law are defined as building components of the “Common Elements” that serve one or more but fewer than all of the units. For instance, “If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion of the chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture serving only that unit is a limited common element allocated solely to that unit, and any portion of the chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture serving more than one (1) unit or any portion of the common elements is a part of the common elements”. TCA 66-27-302

For example, the shower/tub/sink/toilet drains and associated piping whether they are partially within or partially outside of the designated boundary of your unit, only serve your unit. As such, it is your responsibility to fix them. The common or main drainpipe that collects water/waste from your drains and piping is a “Common Element” since it serves other unit residents. As a Common Element, the main drain that serves the unit and other residents is the responsibility of the PCOA to maintain. The Owner’s shower/tub/sink/toilet drains and associated piping that serve only the Owner’s unit are the Owner’s responsibility until it reaches the main drain that serves other residents.

9.2 RESPONSIBILITY FOR DAMAGE TO OTHER UNITS OR COMMON AREAS

Under certain circumstances, a Unit Owner may be responsible for damage to another Owner’s Unit or to Common Areas. In particular, if an Owner has been put on notice or has reasonable notice that a problem from his or her unit is causing damage to another Unit or Common Area, the Owner may be responsible for further damage unless he/she takes immediate action to correct the source of the problem. Or, when an Owner is renovating or repairing his/her unit and the renovation or repair causes damage to another unit or Common Area, the Owner is responsible.

9.3 FIRE EXTINGUISHER

All units are required to have a working fire extinguisher or fire retardant device located in the kitchen.

9.4 CONTRACTOR INSURANCE

Unit Owners are responsible for verifying that any hired contractor carries the appropriate insurance.

10. QUARTERLY MAINTENANCE AND MONTHLY SPRAYING FOR INSECTS

10.1 QUARTERLY INSPECTIONS

Each quarter the building management will inspect each unit's HVAC and plumbing. The AC filter will be replaced, and the HVAC unit checked for issues. During this visit, each unit's kitchen and bath plumbing will be inspected for signs of wear/leaks. If any issues are found, building management will make recommendations for repair. The Owner will be responsible for any cost of these repairs.

10.2 PREPARATION FOR MAINTENANCE

On the designated maintenance day, any pets must be in cages or a closed bedroom. All sinks must be clear so the drains can be tested properly. Under the sink must also be uncluttered to enable review of the piping.

10.3 MONTHLY INSECT SPRAYING/TREATMENT

The PCOA has a contract with a licensed vendor to spray and treat for insects in each Unit and in the common areas. All Owners/Tenants are required to permit access to their respective units for treatment. If for some reason an Owner/Tenant objects to the monthly treatment, they must send the Board a written objection expressing the reason for denying access. The Board will address the objection at the next Board meeting.

11. MOVING IN OR OUT REQUIREMENTS

11.1 MOVING FORM INFORMATION

The **MOVING FORM** must be completed and submitted to the PCOA office at least 1 week prior to moving in or out of a unit.

There is a \$300 move-out fee for the outgoing person and a \$300 move-in fee for the new person. This fee applies even if the unit is furnished.

11.2 SCHEDULING

Moves must occur between 9:00 am and 5:00 pm, Monday through Saturday. **Moves are not permitted on Sundays.**

11.3 LOGISTICS

All moving vehicles must pull to the back of the building. The mail room doors are the ONLY doors that may be used and the elevator opening to the mail room is the only elevator that may be used for the move. Hand carried items may not be taken through the lobby.

11.4 CARTS AND DOLLIES

Under no circumstances are the PCOA's flatbed carts or grocery carts to be used for moving. Professional movers must use their own carts. If the person moving is moving him or herself, they may ask the building manager for a dolly that can be used for moving.

11.5 ELEVATOR

11.5.1 The door opening is 3'0"w x 6'6"h. The inside dimensions are 5'7"W x 3'11"L x 7'6"H. The maximum load is 2500 pounds.

11.5.2 The only elevator to be used for moving is the elevator opening to the mail room. Moving requires the use of the elevator key so that the doors can remain open for loading and unloading. The elevator key is available from the PCOA or maintenance office and must be reserved with the MOVING FORM.

11.5.3 Propping the elevator doors open is not allowed as it causes the elevators to shut down. If the elevator is shut down, the unit owner will be fined the amount it costs for the elevator company to come out on a service call to start it again, and the unit owner/resident will have the move in suspended until this service call is complete.

11.6 UNWANTED FURNITURE AND PACKING BOXES

11.6.1 All packing boxes must be flattened. Once flattened, the cardboard may be placed in the dumpster outside the mail room door.

11.6.2 Unwanted furniture or other items may not be placed in or near the dumpster. Furniture must remain in the unit until it is picked up. If furniture or large parts are placed in the dumpster or elsewhere on the property, the unit owner will be fined for the time it takes the staff to have it removed.

12. NOISE & NUISANCE

12.1 VOLUME

The volume of TV, music, movies, video games must be at a level that cannot be heard and/or cause disruption in the other units.

12.2 CONSTRUCTION – RENOVATIONS, MAINTENANCE, AND REPAIRS

Construction/Renovation is limited to Monday through Saturday, 8 am to 5 pm.

12.3 QUIET TIME

Quiet time starts at 10 pm daily, including weekends. This includes use of laundry facilities and the pool area.

13. PETS

13.1 TENANTS

Tenants are not permitted to have pets on the property. Only Owners who reside on premises are permitted to have pets.

13.2 NO UNAPPROVED HOUSEHOLD PETS

“Household” pets shall be what are commonly considered to be domestic household animals, including fish, dogs and cats. The term household pet shall not include exotic animals, birds, farm animals, reptiles, rabbits, chickens, ducks and other such animals, all of which are prohibited from the property.

13.3 PET REGISTRATION & RESTRICTIONS

All household pets must be registered and approved by the COA prior to bringing on the property. The maximum number of pets allowed per unit is 2. Maximum weight limit is 25 lbs. If the pet is not full grown and it is expected to weigh more than 25 lbs. when fully grown, the pet will not be permitted. In addition, should a pet grow to weigh more than 25 lbs., it will not be permitted to stay on the property. The Board reserves the right to weigh any pet they suspect is over the weight limit.

13.4 PET FEE

There is a \$300 Non-Refundable Fee for each pet.

13.5 PIT BULLS

Pit bulls (full-breed or part-breed) are not allowed.

13.6 BALCONIES AND COMMON AREAS

Pets may not be left unattended on balconies or in any common area of the property.

13.7 OUTSIDE OF UNIT

Pets including cats must be on leash whenever they are outside your unit, including in the designated dog areas on the property. Pets may not be disruptive to your neighbors such as barking, running, scratching, or jumping on the person.

13.8 ON ELEVATORS

If you are taking your pet on the elevator and another resident is waiting to use the elevator, please ask the resident if they mind sharing the elevator with your pet. If they do, please take the next elevator.

13.9 RECREATIONAL AREAS

Pets are not allowed to be in or walked through the recreational areas such as the pool area, fitness center, theater or club room.

13.10 INJURIES / DAMAGES

If your pet is aggressive to or bites someone or damages the property, payment for all damages and/or injury are your responsibility. In addition, the Board reserves the right to have the pet removed from the property.

13.11 DESIGNATED DOG AREAS

There are 2 designated dog areas on the property – one out the east first floor door and the other at the far back end of the property. These are the only two places that your dog may use the bathroom. There are special trash cans in these areas for disposal of pet solid waste and you are required to use them. Waste cannot be left for others to clean up. If your pet goes outside these areas or you do not clean up the solid waste from your pet, you are in violation of the rules.

13.12 PET-SITTING

You are not permitted to “pet sit” for pets who are not registered to an Owner. Further should you have guests, they are not permitted to bring their pets onto the property.

14. NO SMOKING ON ENTIRE PROPERTY

The Pinnacle is a smoke free environment. No Smoking is permitted anywhere on the property, including without limitation the parking areas, common areas, inside individual units and on balconies. For purposes of this Rule, “smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, electronic smoking device or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs, CBD and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form. “Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other similar product name or descriptor.

15. NO SOLICITING

Soliciting for any cause, charity or other purpose without approval from the Board is not allowed.

16. UNIT BALCONIES & WINDOWS

16.1 SLIDING DOORS, PANELS & WINDOWS

The Board has approved Renewal by Andersen as the sole provider and installer of replacement sliding glass doors, panels and windows. The property manager has the contact information for the Renewal by Andersen representative who is assigned to the property. There is a standard trim color for the exterior of the products, but an Owner may select a different color for the interior although it may cost more. The Owner is responsible for the cost of the removal of the existing materials and the

replacement product. Renewal by Andersen offers reduced pricing and financing options. Owners will contract directly with Renewal by Andersen for the replacement products and installation. **No signs of any kind, including for rent or sale, may be posted on balconies or windows.**

16.2 RAILINGS

The balcony railing may not be altered. No items may be hung on the railings.

16.3 PAINT

The approved paint color for balcony walls and ceiling is Sherwin Williams Colonnade Gray (SW 7641) in a flat sheen.

16.4 FLOORING

Balcony flooring may be altered at the Owner's discretion but must be installed for proper drainage.

16.5 WATER DRAINAGE

Do not wash down your balcony or water plants in a manner that drains water on the Units below. You are required to use a wet vac for any cleaning that will risk water dripping on the Units below.

16.6 PROHIBITED ITEMS

- Clotheslines
- Satellite Dishes
- Gas Grill, fire pits, open cooking flames
- Fireworks

17. VEHICLES

17.1 BICYCLES

All bicycles must be registered with the PCOA office and assigned decal affixed to the bike. Bicycles may not be ridden into the building or anywhere in the building. They may not be walked in through either of the lobby doors. They must be walked into the building through the mail room door only.

17.2 MICRO MOBILITY VEHICLES

Skates, Skateboards, and scooters may not be used in the building or anywhere on the property.

17.3 PROHIBITED VEHICLES

Only non-commercial automobiles or motorcycles with a current registration are allowed. No commercial vehicles, trailers, mobile homes, campers, boats or out of service vehicles are permitted anywhere on the property. If a resident has a "prohibited vehicle" that he/she needs to park overnight on the premises, the resident must obtain prior Board approval to park overnight.

17.4 VEHICLE MAINTENANCE

No vehicle maintenance or repairs may be performed on the property, except for emergency repairs. Vehicles must be towed to a garage for repairs.

18. RENTALS

Any Owner who acquired their unit prior to June 30, 2023, is permitted to rent the unit. **However, any unit that is sold and/or sale closed after June 30, 2023, may not be rented to third parties.** For those unit Owners who are permitted to rent their units the following rules apply:

- 18.1.1** The lease must be in writing and for a term of not less than one year and a copy of the lease must be provided to the PCOA and approved by the PCOA.
- 18.1.2** The PCOA has an approved lease form for the Owner and Tenant to use.
- 18.1.3** The Tenant is not permitted to have household pets.
- 18.1.4** Electronic background checks of the Tenant and those adults who intend to reside in unit with the tenant must be completed and the Tenant must be approved by the PCOA before the lease is signed. This is an expense of the prospective Tenant.
- 18.1.5** Moving Form and fees must be completed.
- 18.1.6** Tenant is subject to all of the PCOA rules and the provisions of the Master Deed and Bylaws.
- 18.1.7** Owner is responsible for all actions of the Tenant.
- 18.1.8** Units containing one bedroom may be regularly occupied by no more than two (2) persons.
- 18.1.9** Units containing two bedrooms may be regularly occupied by no more than four (4) persons.
- 18.1.10** Units containing three bedrooms may be regularly occupied by no more than six (6) persons. As used in this rule, "regularly occupied" means occupancy for a period in excess of 10 days consecutively, or 30 days in any one calendar year.
- 18.1.11** Owners are not permitted to advertise Units for rent on short-term rental sites such as VRBO, Airbnb, or other similar short-term rental sites.

19. SELLING YOUR UNIT

19.1 CLOSING FEES AND ASSOCIATES CHARGES

- There is a \$250 closing fee payable to the PCOA to cover such things as the cost of responding to Seller/Buyer/Mortgage Company/Title Company questions and said payment is due at the time of closing.
- The Master Deed requires payment of 1.5% of the purchase price as a Capital Initiation Fee to the PCOA at the time of closing.
- There is a \$300.00 Move-Out Fee for the Current Owner and a \$300.00 Move-In Fee for the New Owner.
- If there is a balance on any assessment, fine, or Special Assessment, the balance is due at closing.
- If the New Owner has pets, there is a non-refundable fee of \$300.00 for each pet (two-pet limit), and the New Owner must comply with all pet rules.

19.2 BACKGROUND CHECK ON BUYER

Electronic background checks on the prospective Buyer and those adults who intend to reside in unit with the Buyer must be completed and the Buyer must be approved by the PCOA before the sale is closed. This is an expense of the prospective Buyer. The Owner is also required to provide a copy of the sales contract to the PCOA when the background check is conducted.

20. VISITORS

Visitors of Owners/Tenants are permitted on the property. All visitors must obey the rules of the PCOA. If any rules are broken, it will be the responsibility of the Tenant or Owner who invited the visitor to pay the fines or repair the damages. The Board reserves the right to ask disruptive visitors to leave the property.

21. FINES AND SANCTIONS – Section 6.2 of the Amended and Restated Bylaws of the PCOA adopted April 7, 2023 governing fines and sanctions is reprinted below:

Section 6.2. Fines and sanctions. The Rules and Regulations may include the specification of fines and suspension of privileges. Each rule may have differing penalties within the following guidelines:

- (a) The specific fines and penalties for the first breach or violation of the Rules and Regulations may include:
- i. Suspension for a period not to exceed sixty (60) days of the use of any facilities within the Common Elements and any services the Association may be providing to the Unit or Unit Owner;
 - ii. The loss of the right to vote for a period not to exceed sixty (60) days.
 - iii. A monetary fine not to exceed Five Hundred (\$500) Dollars.

- (b) Subsequent breaches or violations of the Rules and Regulations or a violation or breach of the Master Deed or these Bylaws may include:
- i. Suspension for a period not to exceed one hundred fifty (150) days of the use of any facilities within the Common Elements and any services the Association may be providing to the Unit or Unit Owner;
 - ii. The loss of the right to vote for a period not to exceed one hundred fifty (150) days.
 - iii. A monetary fine not to exceed One Thousand (\$1,000) Dollars.
- (c) Multiple violations of the Rules and Regulations or a violation or breach of the Master Deed or these Bylaws by a tenant or guest may result in the permanent eviction of the tenant or guest from the Property.