

e5w

*Rules
and
Regulations*

**e5w Condominium Owners' Association
Adopted May 2, 2011
(amended February 1, 2017, May 24, 2019)**

e5w Condominium Owners' Association, Inc.

RULES AND REGULATIONS

A. GENERAL

The following are the Rules and Regulations pertaining to the conduct of persons and the use of Common Elements within e5w, a Condominium ("e5w"), which Rules and Regulations have been duly adopted by the Board of Directors of e5w Condominium Owners' Association, Inc. (the "Association"), pursuant to the Declaration and Bylaws. All words and phrases defined in the Declaration shall have the same meaning when used herein. These Rules and Regulations apply to all Owners of Residential Units and Commercial Units (collectively "Owners"), and their Lessees, Permittees and Invitees.

1. Common Elements

- a. No articles shall be placed on or in any of the Common Elements, except for those articles of property which are the common property of all the Owners. This includes doormats outside Unit doors.
- b. Owners, Lessees, Permittees and Invitees shall not use sidewalks, entrances, passageways, roof deck, parking areas, loading docks, or other Common Areas as a play area or in any manner not consistent with the purposes for which these areas are designed.
- c. Common sidewalks, driveways, entrances, passageways, and elevators shall not be obstructed or used by any Owner, Lessee, Permittee or Invitee for any purpose other than ingress and egress from the Units.
- d. Loitering or playing on/in the stairways, hallways, entryways, elevators, storage, parking or maintenance areas is not permitted.
- e. Except as otherwise provided in the Declaration, no signs shall be placed or permitted within the Condominium Project, except those identifying this Condominium Project, and commercial Lessees. All signs must receive approval from the Board of Directors.
- f. Any damage to the Common Elements or common personal property caused by the Owner, or the Owner's Lessee, Permittee or Invitee shall be repaired at the expense of said Owner.

- g. e5w is a designated non-smoking building and grounds. Smoking is not allowed in any Units, Common Areas, including foyers, lobbies, office, retail space, recreation areas, stairwells, passageways, elevators and under the canopy in the parking lot.
- h. Owners, Lessees, Permittees and Invitees shall not tamper with, remove, or handle or use in any manner any building safety and/or security systems or equipment, including fire extinguishers, sensors/detectors, control panels, controlled access and CCTV systems, security phones, and all similar building systems and equipment, except as appropriate in case of emergency to protect life and/or property, or as directed by the Building Manager.
- i. Owners, Lessees, Permittees and Invitees shall not enter Units or Common Areas which are under construction, or in which construction activities are being performed or construction materials are stored, without permission from the Building Manager.

2. Construction

- a. Except as may otherwise be provided in the Declaration, no Owner shall perform any kind of work on the exterior building walls or upon the Common Elements. Such work is the responsibility of the Association.
- b. Except as may otherwise be approved by the Board of Directors or as may be permitted by the Declaration, no Owner or Lessee of a Residential Unit shall install wiring for electrical or telephone installation or for any other purpose except for home entertainment or home security systems, nor shall any television or radio antenna, machines or air conditioning Units be installed on the exterior of the Condominium Project or protrude through the walls or roof of the condominium improvements, without approval from the Board of Directors.
- c. Owners or Lessees may install security/alarm, electronic controlled access, and/or environmental monitoring systems, and similar devices/systems, within the Residential or Commercial Unit only if such system(s) are approved by the Building Manager to ensure compatibility and coordination with all building safety and security systems and procedures. All security/alarm, electronic controlled access, and/or environmental monitoring systems, and similar devices/systems, and all associated automated communication/notification devices, shall be installed according to specifications and procedures established by the Building Manager.

- d. Any contractor hired by an Owner to perform repairs or improvements to their Unit must be fully licensed and insured. No contractor hired by an Owner can access any system that is common to the building without approval from the Building Manager.

3. Cleanliness

- a. Each Owner shall keep his/her Unit in a good state of cleanliness. No refuse or private property shall be placed by the Owner, Lessee, or his/her service person(s) in the Common Areas and Facilities except as shall be approved by the Building Manager.
- b. All refuse shall be placed in properly tied plastic garbage bags and disposed of in the dumpster that is currently housed in its designated Area. All boxes shall be broken down before placing in the dumpster.
- c. No sweepings, trash, rubbish, rags, papers, ashes, or other such substances which may tend to impede the flow of liquid through such system shall be deposited in the sanitary sewer system from any Unit.

4. Reserved Parking

- a. All vehicles owned and/or used on a regular basis by Owners or Lessees shall be registered with the office of the Building Manager. Owners/Lessees shall provide vehicle make, model, color, and license information, and shall provide written updates to the Building Manager as changes occur.
- b. No Owner's or Lessee's vehicle shall be parked anywhere on the property except in the Owner's designated parking space.
- c. No Owners or Lessees shall use, nor shall permit his/her Lessee, Permittee or Invitee to use parking spaces of another Owner without permission of the other Owner.
- d. No vehicle in a non-operative condition shall be left anywhere on the property.

5. Balconies and Patios

- a. All furniture and other items must be tied down, or heavy enough so as not to cause damage or injury by blowing off of the balcony.

- b. Balconies and patios shall be used only for the purpose for which they are designed and shall not be used for hanging garments, bird feeders, or other articles, or for cleaning rugs, household articles or other items. No rugs or other materials shall be dusted from windows, courts, decks, or patios.
- c. Nothing shall be thrown or tossed from the balcony of any Unit. This includes but not limited to cigarettes, cigars, food, pet debris, projectiles/missiles of any type, incendiary/explosive devices. The police will be called to investigate such activities. Staff or residents witnessing such activity are required to report it immediately to the Building Manager and may sign a complaint against the offending party.
- d. Plants must be in heavy containers, which cannot be upset by wind. Plants must be tended so no liquid, dirt or debris escapes from the balcony.
- e. Charcoal grills are banned on the balconies. Grills shall not be left unattended while operating and shall be properly and safely disengaged immediately after use.

6. Keys, Controlled Access, Emergency Doors

- a. The Association may retain a pass key to each Unit, and no Owner or Lessee shall alter or permit the alteration of any lock or permit the installation of any new lock or and other device on any exterior door of his/her Unit without the prior written consent of the Association. If such consent is given, the requesting Owner or Lessee shall forthwith deliver to the Association a key, electronic card or code, etc. as may be required to open such altered or new lock/device. When access to a Unit is required, at least twenty-four hours prior notice shall be provided to the Lessee(s) of the Unit, except when said Lessees have no objection to earlier entry, and except in case of emergency.
- b. Owners and Lessees are responsible for building keys and/or access cards or fobs issued to them. Keys, fobs, and access cards are intended for use only by Owner or Lessee, and shall not be transferred or loaned to others, or made available in any manner so as to cause unauthorized access to the property, parking Area, building interior, or Units.
- c. Building keys and/or access cards may not be given to Permittees, Invitees, contractors, or to repair, maintenance or other service personnel, or any other person(s) unless prior authorization is obtained from the Building Manager.
- d. If Invitees will be present for an extended stay, Owners or Lessees may request additional keys or access cards, which will be valid on a temporary

basis. Invitees must be registered, and each request will be handled by the Building Manager at his/her discretion.

- e. If a key or access card is lost, stolen, or missing, it must be reported immediately to the Building Manager, so that appropriate action can be taken to maintain building security. Owner, Lessee, or other keyholder/cardholder shall be responsible for any consequences of unauthorized access to the property, parking Areas, building interior, or Unit(s) until such time as the matter is reported to the Building Manager.
- f. Any malfunctions or operational concerns regarding secured gates, pedestrian doors, card access readers, etc shall be reopened immediately to the Building Manager or Director of Safety.
- g. Emergency doors shall never be propped open or used for any purpose except to exit from the building in an emergency.

7. Pets

- a. Owners or Lessees shall register pets with the Building Manager. An Owner or Lessee shall maintain strict control of any cat, dog, or other animal in the care of such Owner or Lessee at all times, and shall be responsible for all damage caused by such animal. Any damage to the Common Elements, or any risk to the safety, health or welfare of other Owners, Lessees, or Invitees, which is caused by an Owner's or Lessee's pet animal, shall be repaired or remedied at the expense of the Owner.
- b. The Building Manager shall have the right to deny approval for certain types of animals/pets (i.e. unusual or exotic animals which may not be appropriately maintained as pets, or which may not be legal to own or possess, or which may present a significant safety and/or health and welfare risk to Owners, Lessees, and Invitees on the premises). No dogs over 25 lbs. are allowed without special permission by the Association. No vicious dog breeds allowed (i.e. Pit Bulls, Dobermans, Rottweilers).
- c. No pets may be left unattended on balconies, patios, or Common Areas.
- d. Any pet which frequently or for a sustained period causes a noise or any other disturbance (barking, etc) which can be heard in any Common Area or in other Units, or which causes a safety and/or health and welfare risk to Owners, Lessees, or Invitees on the premises, will not be allowed to remain on the premises. It is the pet Owner's responsibility to cause the pet not to create such noise, disturbance, or risk.

- e. It is the Owner's responsibility to clean up after the pet in and around e5w and its premises. Frequent abuse of this rule can subject the Owner to fines as set by the Board of Directors.
- f. Fines will be levied against an Owner of a pet that repeatedly violates one of the stated rules above. The first offense will be \$25, the second offense will be \$50, third \$75, and fourth will be \$100. Subsequent fines will increase by \$25 for each additional offense.

8. Noise / Disturbances / Disorderly Conduct

- a. Owners, Lessees, Permittees and Invitees shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, stereos, television sets, amplifiers, and any other instruments or devices in such manner as may disturb or tend to disturb Owners, Lessees, Permittees and Invitees of other Units.
- b. As a courtesy to all Owners and Lessees that reside in the building, the board strongly encourages a quiet time period that starts at 10 pm Sunday through Thursday nights, lasting until 6 am. The quiet period for Friday and Saturday is 12 am until 8 am.
- c. Owners, Lessees, Permittees and Invitees shall at all times conduct themselves so as not to create disturbances and shall take no action or create any situation that may risk the health, welfare, or safety of themselves and/or other Owners, Lessees, Permittees and Invitees, or that may cause harm or damage to the premises or the fixtures and equipment located thereon.
- d. Owners and Lessees are responsible for all of their Permittees and Invitees, and the actions of those Permittees and Invitees at all times while on the premises.
- e. Owners, Lessees, Permittees and Invitees are responsible for immediately reporting any disturbances and/or disorderly conduct to the Building Manager, so that proper action can be taken to eliminate the problem.
- f. Upon request from the Building Manager, any person(s) on the premises shall immediately discontinue any act or activity deemed to cause a disturbance, safety risk, property damage, etc. Failure to immediately comply with such requests as are reasonable to prevent or terminate disorderly conduct, criminal mischief, etc. may result in action by the Association according to the established enforcement procedures, as well

as notification of law enforcement authorities for action/intervention in such matters.

9. Moving

- a. Prior to moving-in, an Owner must provide the Association with a completed “Resident Information Form” and signed “Acknowledgement by Lessee” (if applicable), indicating receipt of these Rules and Regulations, and agreement to abide by same.
- b. Moving in or out of e5w is to be conducted through the front entrance only.

10. Window Coverings

- a. The replacement of any window coverings or windows treatments, which are visible from the exterior of the building, shall be required to get approval by the Association.

11. Solicitation

- a. Solicitation on the premises is not permitted. The Building Manager must approve all advertisements and postings.

12. Financials

- a. All assessments for the Capital Replacement and Improvement fund will be applied to that fund. All expenditures for capital replacements and improvements will be expended against that fund. The monthly financials statements will include the statement of operations showing operating income and operating expenses, and a statement of receipts and disbursements in the Capital Replacement and Improvement Fund. The monthly balance will show the balances of the General Fund, and the Capital Replacement and Improvement Fund.
- b. Late fees and interest will be charged on delinquent accounts. The interest will appear on the statement, and is in addition to the late fee of \$15. Payments are due on the first day of each month, and are delinquent on the tenth day of the month.
- c. The rate of interest on a delinquent account shall be 1.5% per month (18% annually).

- d. When deemed appropriate by Management, the “Special Statement Lien” will be filed, in the form approved by legal counsel with the Polk County Recorders Office.
- e. Management will consider and recommend Small Claims Court Action when it deems such action necessary.

13. **Use of Units**

a. **Leasing**

- 1) No portion of a Residential Unit (other than the entire Unit) may be leased.
- 2) All leases must be in the form approved by the Association. The proposed lease must be filed with the Building Manager. All Lessees will sign an acknowledgment of Receipt of the Rules and Regulations.
- 3) No Lessees of a Residential Unit shall create a nuisance to other Lessees or interfere with the peaceful possession of Lessees of other Units.
- 4) Neither the Unit, nor any parking space associated therewith may be subleased by the Lessee.
- 5) No more than two (2) persons shall be in occupancy of a one-bedroom Unit and no more than four (4) persons shall be in occupancy of a two-bedroom Unit.
- 6) The Association has the authority to amend and adopt reasonable rules governing the use of rental Units and such rules shall be observed and obeyed by the Owners, Lessees, Permittees and Invitees.
- 7) Failure of the Lessee to comply with any of the Rules and Regulations of the Association will cause the Owner to terminate the lease.

8) Notwithstanding any other provision contained in the Condominium Declaration, all condominium unit Owners are strictly prohibited from renting to any third party on a short-term basis, or allowing occupancy by any third party, of all or any portion of the dwelling or parking spaces, whether for an overnight use or otherwise. For purposes of this prohibition, a short-term rental shall be defined as any rental with a term of 60 days or less. This prohibition applies to overnight stays or any other stays arranged on [Airbnb.com](https://www.airbnb.com) or other similar internet sites. All condominium unit Owners are strictly prohibited from listing or advertising the dwelling or parking space as being available for short term rental or occupancy by others on [Airbnb.com](https://www.airbnb.com) or similar internet websites.

b. **Business Activity**

1) No business activity, sale or profession of any kind, commercial, religious, educational or otherwise, designed for profit or otherwise, shall be permitted in the Residential Units without Board approval.

14. Fitness Room

- a. The fitness room will be available for usage by its Owners and Lessees free of charge.
- b. The fitness room will be open at 6 am Monday thru Friday, and 8 am on Saturday and Sunday. Closing for all days is 10 pm.
- c. It is expected that all users of the fitness room will leave the fitness room in an orderly fashion when the work-out is completed. Dumbbells will be placed back on the rack, the TV will be turned off, and all cardio equipment will be turned off too.
- d. Users of the fitness room will be sensitive to other residents and not have the volume too high on the TV or any other electronic device.

15. Storage Center

- a. The storage center is located on the second floor. Units within the storage center are available for rent by Owners and Lessees. Renters of storage units are expected to provide their own lock. e5w is not responsible for lost or stolen articles.

- b. No storage of hazardous, flammable, toxic, or foul smelling material will be allowed for storage. No animals of any kind, or any food, other than dry goods, can be stored in member's storage space. No electrical or other power source to supply any power to any device will be allowed.

B. PROCEDURES AND ENFORCEMENT

1. Complaints regarding services provided by the Association or the Operation of the property shall be made in writing to the Association. A response from a Board Member will be provided within 5 business days.
2. Reasonable procedures, including notice of alleged violations and Opportunity to be heard, shall be implemented by the Association for enforcement of the Rules and Regulations. All fees and charges imposed by the Association and all costs incurred by the Association in enforcement of these Rules and Regulations, including but not limited to the cost of any corrective actions, shall constitute assessments enforceable against Owners pursuant to the provisions of the Declaration. For each day any violation continues after notice, it shall be considered a separate violation. The Board of Directors, on behalf of the Association, shall have the authority to take any remedial action deemed appropriate in the event of a violation of these Rules and Regulations, the Bylaws, the Declaration or the Articles. The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.
3. No failure by the Association to insist upon the strict performance of any term or provision contained in the Rules and Regulations shall constitute a waiver of any such term or provision unless such waiver is made in writing by the Association. Any waiver of a breach of a term or provision of these Rules and Regulations shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of a violation or prevent the Association from exercising all of its rights and remedies under the Declaration, the Bylaws, or these Rules and Regulations.

e5w Condominium Owners' Association, Inc.

RULES AND REGULATIONS

I certify that I have received, read and understand the Rules and Regulations. I also understand the consequences if I or any of my Permittees or Invitees do not abide by them.

Owner's Signature

Date

Lessee's Signature

Date