

Poplar Manor Condominium Rules and Regulations

Article V, Obligation of Unit Owners

Section 1, Assessments. All unit owners shall pay to the Board of Administration, or to the appointed Managing Agent, in advance, on the first day of each and every month the monthly assessments against their respective units for Common Expenses of the Project in accordance with the Declaration. The assessment is delinquent if not received on or before the first day of the month that it is due. In the event any Unit owner is delinquent in the payment of any monthly assessment for a period in excess of (15) fifteen days, a penalty of \$25.00 shall be payable for each month of delinquency beginning with the initial month. In addition, the Board may, from time to time, post in a conspicuous place upon the common elements the names of such delinquent Unit owners.

Section 2, Maintenance of Units. Every unit owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his unit, including without limitation all internal installations therein, such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights, windows and all other fixtures and accessories belonging to such unit and the interior decorated or finished surfaces of all walls, floors and ceilings of such unit, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by the failure to perform any such work diligently, and, in case of such failure after reasonable notice to perform, shall reimburse to the Council promptly on demand all the expenses incurred by it in performing any such work authorized by the Board of Administration or the Managing Agent. Every Unit owner and occupant shall reimburse the Council promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements and equipment thereof caused by the negligence or misconduct of such owner or occupant or by a member of the household or guest of either of them and shall give prompt notice to the Board of Administration or Managing Agent of any loss or damage or other defect in the Project when discovered.

- a) All Units of the Project shall be used only for single family residential unit purposes.
- b) All common elements of the Project shall be used only for their respective purposes as designed.
- c) No unit owner or occupant shall place, store or maintain in the common elements any furniture, packages or objects of any kind (except in specifically authorized storage areas) or otherwise obstruct transit through such common elements or permit said elements to be unsightly or disorderly.
- d) Every unit owner and occupant shall at all times keep his unit and any limited common elements appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, the Council or the Board of Administration applicable to thru Project.
- e) No unit owner or occupant shall make or suffer any waste or unlawful, hazardous, improper or offensive use of his unit or the Project nor alter or remove any equipment of the common elements.
- f) No unit owner or occupant shall erect or place in the Project any structure including fences, walls, nor make any additions or alterations to any common elements (including limited common elements) of the Project, except as may be permitted in the Master Deed and Declaration and in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect, if so required by the Board, unless approved by the Board of Administration, which approval may be given with accompanying restrictions as to unit owner's duties of maintenance, repair and replacement of such improvements and any common elements affected thereby.
- g) No signs, posters or billboards may be placed or maintained in thru Project unless approved by the Board.
- h) No unit owner or occupant shall decorate or landscape any entrance or other planting area adjacent to his unit except in accordance with the standards therefor established by the Board of Administration or specific plans approved in writing by the Board, which standards or approval may be given with accompanying restrictions as to the unit owner's duties of maintenance, repair and replacement of such decorating or landscaping and any common areas affected thereby.
- i) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.
- j) No garments, rugs or other objects shall be hung from the balconies, windows or façades of the Project or in other areas within view of other occupants.
- k) No rugs or other objects shall be dusted or shaken from the balconies or windows of the Project or cleaned by beating or sweeping on any exterior part of the Project
- l) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Project except in the areas provided for such purposes.
- m) No livestock, poultry, rabbits, snakes or other such animals shall be allowed or kept in any part of the Project. Dogs, Cats (no exceeding 20 pounds), and caged animals or birds shall be allowed subject to the regulation by the Board, including regulation as to the number thereof.
- n) No unit owner or occupant shall without the written approval of the Board of Administration install any wiring for electrical or telephone installations, television antenna, machines, or other equipment or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows or roof thereof.

- o) Nothing shall be allowed, done or kept in any units or common elements of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereof maintained by or for the Council.
- p) A unit owner, or his agent, shall have the right to show his unit at reasonable times of the day for purpose of sale or lease.
- q) The developer of the Project or its Agent shall have the right to assign to individual unit owners the individual carports located on the Condominium Project and thereafter said carport unit shall be transferable by the unit owner to whom the carport has been assigned as an ancillary part of his deed of conveyance. Carports shall be construed as limited common elements as to the total Condominium unit and shall be for the sole use of the unit owner to whom said carport has been assigned. The carport shall be used by the unit owner for the parking of a vehicle; said vehicle weight shall not exceed 9,000 pounds. No boat, trailer, van, recreational vehicle shall be stored in said carport unit, nor shall said carport unit be used for storage purposes excepting for the parking of a motor vehicle.

POLICY ADDITIONS SINCE 1996:

- 1) No carts (Kroger or other) shall be brought into the parking lot without it being immediately returned by the person bringing it in.
- 2) Vehicles will be parked within the lines drawn on the parking surface.
- 3) The dumpster is to be used for everyday household garbage and trash, not large items such as furniture, bedding, appliances, etc. Empty boxes should be flattened and bundled.
- 4) Owners will be fined and/or assessed expenses necessary to clean up after themselves, their tenants, or the guests of either.
- 5) No carpeting allowed on sundeck.
- 6) The term "apartment" is not appropriate and should be replaced with the term "CONDO" or "UNIT".
- 7) Owners leasing their units are to provide their tenants with a copy of the rules and regulations
- 8) Owners are subject to a \$10 daily assessment/ fine for each rule/regulation violated by themselves, their guests or their tenants.
- 9) "Section 8" rentals are no longer acceptable in Poplar Manor Condominiums.
- 10) NO SMOKING is the policy in the common areas of the complex (hallways, foyers, and laundry room).
- 11) All vehicles using Poplar Manor parking facilities must have a current license, registration and be in an operable condition. Towing is at the expense of the owner of the vehicle.
- 12) By-Law rules and regulations are to be incorporated into the lease, with a copy of the lease filed within 30 days of signing with Poplar Manor Condominium and/or the managing agent's files.
- 13) Pest control must be allowed access to service each unit. The present contract calls for quarterly maintenance. Owners will have 30 days to provide a receipt showing their unit was professionally serviced or pay a \$25.00 fine.
- 14) Pets must be licensed and a copy of veterinarian certification kept in the Poplar Manor secretarial files.
- 15) Reaffirmation of "confiscating" personal items left in common areas at a fine of \$10.00 per day to the owner. Items may be disposed of after 30 days.
- 16) A limit of 2 people per bedroom per unit as regulated by HUD was approved for Poplar Manor. Leases are not to be renewed when HUD limits are exceeded.
- 17) One vehicle per licensed driver will be allowed to park on the property. Others are subject to towing.
- 18) A form is accepted in lieu of a copy of the lease required of all owners whose units are not "owner occupied"
- 19) A "Violation Notice" form was accepted for use. Owner/Board members will notify owners and Managing Agent of necessary corrections
- 20) No one shall attach anything (including cable wires, satellite dishes, etc.) to the exterior of any building by adding hooks, nails, screws, or any other connectors. This includes siding, windows, doors, trim brick, or decks. Satellite dishes must have Board approval prior to installation
- 21) Fire Safety codes prohibit charcoal grills, gas burners, gasoline powered equipment within 10 feet or storing on the premises.
- 22) In 2016 a 5 yr contract was entered into with Jetz that would allow a maximum of 24 washer/dryer hook-ups to be installed.
- 23) Removal of garbage disposals were ordered in March 2006. Disposals causing backups and drain problems will be charged for repair and cleanup.

2018 Board of Administration

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