

## VILLAGE OF CINDERBERRY - RULES AND REGULATIONS

### INTRODUCTION;

The Village of Cinderberry is a Condominium which means that the house and the land below the house belong to the Unit Owner. The Unit Owner shares in a percentage ownership of all the common area and common elements.

Cinderberry has a Property Owner Association (POA) that is responsible for the managing and maintaining the common areas and elements. It also as a Home Owners Association (HOA) that is responsible for insuring, managing and maintaining the exterior of the houses.

Cinderberry has an Architectural Review Committee (ARC). All changes and additions to the exterior of any house must be approved. The ARC will make a preliminary decision and send to the Board for final approval. Any addition must be insured and maintained by the Unit Owner.

These **RULES AND REGULATIONS** have been adopted by the Board as per page four of the "Declaration Establishing a Plan for Condominium Ownership...."

### COMMON AREAS:

No Owner or Tenant shall decorate or alter the exterior portion of any structure without prior written approval of the Architectural Review Committee. (DCCR 16/ 5.2) Any change in exterior appearance of any building, wall, fence or other structural improvements shall be deemed an alteration requiring approval. (DCCR 21/7.2A). No person shall alter in any way any Common Area. (DCCR 29/7.37)

Windows, doors, siding, framing shall not be changed or the appearance of such be changed without obtaining the prior written approval of the Board. (DEPCO 10/h)

Unit Owners or Tenants shall not permit anything to be hung or displayed on the outside of windows or placed on the outside of walls, except for holiday seasonal decorations. No sign, awning, canopy, satellite, or antenna shall be placed upon the exterior walls or doors, roof or at any window without the prior written consent of the Board. (DEPCO 10/i)

No trees or bushes of any kind shall be removed from any unit, and no foliage or vegetation within 25 feet of any pond, without the express written authorization of the Architectural Review Committee. (DCCR 26/7.18 and 28/7.35) and the Board.

No vegetable gardens are permitted to be planted in any common areas including the pine groves.

No Unit Owner or Tenant shall be allowed to put any mail receptacle, name or street address on any portion of their unit unless approved by the Board. (DEPCO 10/o)

Any ornament placed in the common garden area around any unit is the responsibility of the Unit Owner or Tenant including any damage that may be incurred.

Real Estate signs shall only be placed in the planting area adjacent to the front porch. They shall not be

placed in the lawn or in the planting strip between the driveways. Only one sign is permitted per property.

#### PARKING:

No trailer, motor home, tent, camper, or other similar vehicle or structure, or commercial vehicle, junk or disabled vehicle shall be placed, kept, or parked overnight at any Unit or on any portion of the Common Area at any time, either temporarily or permanently. (DCCR 24/7.10, 27/7.26 and 7.27) except for service providers.

The parking areas shall not be used for any purpose other than to park automobiles, and shall not be used for parking commercial vehicles, mobile homes, trailer or boats. (DEPCO 10/1) or any such vehicles, except for service vehicles or with Board approval.

Owners, Tenants and Visitors should keep the wheels of their vehicles off the grass and curbing. Sidewalks must not be blocked by cars in the driveway,

#### PETS:

Pets shall be kept on a leash when they are outside the Owner's dwelling (DCCR 27/7.28) and shall not become a nuisance to other residents by barking or other acts. No animal is permitted more than 3 feet from the edge of the concrete curb or sidewalk on to the grass area and their waste should be immediately removed. Pick up after your pet!

#### RENTAL UNITS:

Owners shall obtain the approval of the Association for any leases of their Unit. Owners of rented Units shall be personally liable for the failure of a tenant or any invitee of a tenant to abide by rules and regulations. (DCCR 28/7.30 and COR 20/5.16)

Unit Owners must comply with the age qualifications of Section 7.7 when leasing their unit. All leases shall be filed with the Association. Unit Owners are also responsible for contacting the Town of Georgetown for appropriate rental registration and filing fees. A copy of the rental permit must be provided to the Association along with a copy of the lease. The minimum term any unit may be rented or leased shall be one year.

Refer to Resolution 2012-1 revised April 16, 2012 for full rental procedures and details.

#### POOL:

Guests must always be accompanied by the Unit Owner/Tenant when using the pool. Please refer to the rules posted in the pool area at the Community Center.

#### COMMUNITY CENTER:

Refer to “The Village of Cinderberry Community Center Rules and Policies” Revised 2/26/13 available in the lobby at the Community Center.

#### GENERAL:

Each Unit Owner shall promptly report to the Association any defect or need for repairs to the Common Areas for which the Association is responsible. (COR 17/b)

Each Unit Owner shall obtain, at their own expense, insurance for their own unit (condominium H6 and HO policies). (COR 23/6.3)

No Unit Owner or Tenant shall use or permit to be brought into the unit any inflammable oils or fluids such as gasoline, kerosene, or other explosives or articles deemed hazardous to life and property. (DEPCO 10/n)

Care shall be exercised about making loud noise of any kind including use of musical instruments, radios, TVs, and amplifiers that may disturb other residents. (DEPCO 10/m)

Garbage and recycle cans shall be only of the model and material as supplied by the Town of Georgetown. They are to be stored in the garage and after trash pickup removed from the curb by 9:00 PM on the day of pick up. (DEPCO 10/k)

#### SANCTIONS:

Any violation of the Rules and Regulations or the governing documents of the Association shall result in the following procedure:

First violation: A written notice of violation and warning will be issued to the Unit Owner with an opportunity to contest within 3 days.

Second violation for the same offense: Upon failure to comply within 10 days, an additional written notice will be issued to the Unit Owner with a warning of a fine to be imposed.

Third violation for the same offense: Upon failure to comply within 10 days, an additional written notice will be issued to the Unit Owner with a fine payable within 30 days or less.

Refer to “Violation and Fine Procedures” on our website for amount applied to each offense.

#### Footnotes:

DCCR – Declaration of Covenants, Conditions and Restrictions for the Village of Cinderberry

COR – Code of Regulations for the Village of Cinderberry

DEPCO - Declaration Establishing a Plan for Condominium Ownership...

ARB/ARC - The Architectural Review Board is the same as the Architectural Review Committee  
“Council” is the same as Executive Board