

RULES & REGULATIONS OF MONTCLAIR PROPERTY OWNERS' ASSOCIATION

A. General

The following are the rules and regulations pertaining to the control and use of the Units, Common Elements and Limited Common Elements within Montclair Property Owners Association pursuant to the Master Deed, which rules and regulations have been duly adopted by the Board of Directors of Montclair Property Owners Association (hereinafter referred to as the "Board of Directors"). All words and phrases defined in the Master Deed shall have the same meaning when used herein. These Rules and Regulations are meant to supplement the Master Deed. If there are conflicting provisions, the Master Deed controls.

1. No articles shall be placed on or in any of the Common Elements except for those articles of personal property which are the common property of all of the Owners. Abandoned or discarded personal property is prohibited from being stored or kept for any period of time. The Association may remove and dispose of personal property that is in violation of this provision **with 48-hour notice** upon any portion of the Common Elements.
2. Balconies and porches shall be used only for the intended purposes and shall not be used for hanging garments or other articles of clothing or for cleaning rugs, household articles or other items. No rugs or other materials shall be dusted from windows, balconies or porches. The Association may remove and dispose of personal property that is in violation of this provision **with 48-hour notice**. Porches, patios and entrances cannot be used as storage, they must be kept clean and neat. No owner can use household furniture on their patio, deck or porch. Never throw cigarette or cigar waste off of any porch, patio or deck. If you are found to throw tobacco waste, you will be given 24 hrs. to clean up the debris, if this continues fines will be assessed and the cost of clean-up will also be assessed.
3. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit temporarily or otherwise. **Do not set trash on balcony or outside front door at any time. Trash must be taken directly to the dumpster for disposal. Any drainage or leaking garbage bags shall be the responsibility of the offending owner and/or their assignees. Double bagging is encouraged.**
4. Each Unit has been assigned one (1) specific parking space. No vehicle shall be parked in an assigned parking space other than the vehicle of the Owner assigned to that space **or his designated guest**. The Association may otherwise reasonably restrict parking in particular spaces, such as handicapped spaces or spaces assigned for temporary parking for mail or clubhouse access. If any vehicle is parked on any portion of Montclair community in violation of the Rules and Regulations, the Master Deed and/or the By-Laws, the Association may place a notice on the vehicle specifying the nature of the violation and when the vehicle will be towed.

Belle Chez and Parc Vue Townhome owners have limited amount of spaces. No one is allowed to have more than two (2) cars parked in spaces on Belle Chez or Park Vue. Any additional cars will need to be parked in unmarked spaces on Villa Maison.

All vehicles must be legal for public road use **with a current tag and registration**. Vehicles with flat tires or those that are not in mechanically useable condition are not allowed in Montclair. Furthermore, vehicles placed on blocks or vehicles that appear to be abandoned are strictly prohibited.

Vehicles parked in general parking spaces (not reserved) will not be permitted to remain for a period exceeding one month **without written permission of the Property Manager**. The Board of Directors may, in its sole and absolute discretion, grant or deny the right for extended parking for any reason.

All vehicles MUST be registered with the management office and have a parking decal prominently displayed. All Owners will be issued (1) Owner's decal for each licensed driver at no charge. All Tenant decals will be issued at a cost of \$5.00 each to cover the cost of the decal to the HOA and this fee is non-refundable.

No recreational equipment, commercial equipment or oversized commercial vehicles shall be parked or stored within the Montclair community with the exception of those who have been approved by the Board. Recreational equipment and commercial equipment includes, but is not limited to, Boats, campers, motor homes, trailers, tents, tractors or industrial machines. The following are commonly accepted definitions of commercial vehicles: 1) Commercial Vehicle means a vehicle designed, maintained or used primarily for the transportation of property or passengers in furtherance of commercial enterprise. 2) Oversized Vehicle: a) "Oversized Vehicle" is defined as any motor vehicle, boat or trailer, which meets or exceeds at least two (2) of the following criteria: 23 feet in length; or 8 feet in height; or 7 feet in width. 3) Vehicle for Commercial use can be any vehicle used for, during, or as a "company car", delivery, or service provider. Ownership of vehicle may be sole proprietor, cooperation, or business partnerships, etc.

Parking spaces are standard size and do not accommodate oversized vehicles. These larger vehicles make parking for others difficult and as such there are designated "oversized vehicle" parking areas throughout the community and is the only authorized parking spaces for those vehicle even if they are the owners' only vehicle.

Motorcycles, motor bikes, mopeds, all-terrain vehicles, and other motorized vehicles shall not be used for recreational use in the Montclair community. Excessively noisy or disturbing vehicles are prohibited.

No regular maintenance or mechanical work may be done on vehicles in the Montclair community, including renovations, engine repairs and oil changes. **Only** ordinary battery changes, spark plug replacement and tire changes due to flat tires may be permitted.

All bicycles/tricycles must be tagged with a BIKE DECAL and must be in working condition. Decals can be obtained from the Association's Management Company office. Should the Owner fail to obtain a tag or fail to make the necessary repairs in order that it is in working condition, the Association reserves the right to remove the bicycle/tricycle. The bicycle/tricycle will be removed from the property and stored for not more than 30 days before it is discarded. Bicycles/tricycles are not permitted in any area of the breezeway or common areas, there are bike racks provided on property for bike storage.

The Association reserves the right to tow or remove, at the Owner's expense, any vehicle, bicycle/tricycle in violation of this section upon a notice of not less than 48 hours.

Exception: Any vehicle illegally parked in a reserved space, a fire lane, an area obstructing
The flow of traffic, any area prohibited by law or otherwise creating a hazardous condition may
Be towed immediately by the Association.

All persons must comply with all road signs and safety measures located in Montclair, including stop signs, speed bumps and speed limit signs.

5. Common sidewalks, driveways, entrances and passageways shall not be obstructed or used by any Owner, Occupant or guest of Montclair for any purpose other than ingress and egress from the Units. Owners, Occupants, or guests of Montclair shall not use sidewalks, entrances and passageways as a play area. Children shall not be permitted to loiter or play on the stairways, hallways or entryways nor in any parking, driveway or maintenance area.
6. Children under the age of thirteen (13) are not allowed to use any amenities, including the swimming pool, club house and tennis courts. **without parental supervision.** Pool Rules for the use of the swimming pool have been established by the Association (**EXHIBIT A hereto attached**) and are posted at the swimming area. These Pool Rules shall have the same force and effect as these Rules and Regulations. **See rule 12 regarding fitness center.**

7. Owners or Occupants may use the clubhouse, subject to availability and approval from the Association. The maximum occupancy for the clubhouse is 70. Owners who are in good standing may reserve the clubhouse for a private event at no charge, as long as the owner is hosting the party. There is a usage fee for any tenant who would like to reserve the clubhouse for a private event. A deposit is required from Owner or Tenant for each event. The Association may, at its discretion, require a usage fee or an increased usage fee and a deposit. Any damages or cleaning fees will be withheld from this deposit. Any charges over and above the deposit amount will be due and payable immediately upon assessment. Hours of Operation of these facilities will be limited to the hours between 9:00 a.m. and 10:00 p.m. **The use of these facilities is limited to Owners who are in good standing. The contract holder MUST be present at the event.**
8. The community amenities; pool, gym and tennis courts are available for use by Owners and Residents only. The pool facilities are a family friendly amenity and as such pool attire should be "family friendly" (no G-strings please), no foul language or loud music shall be played. Pool rules shall be followed and if anyone is found to break the rules and regulations their access rights can be revoked. If revoked and found to be at the pool facility after their use is revoked, this will be considered a violation and fines will be issued for each occurrence.
9. No Owner or Occupant may use or allow the use of the Unit or any portion of the Montclair community at any time, in any way or for any purpose which may endanger the health of or unreasonably annoy or disturb or cause embarrassment, discomfort or nuisance to other Owners or Occupants. Reasonable care should be exercised to avoid making or permitting loud, disturbing or objectionable noises between 10:00 pm and 7:30 am which can be heard in another unit or interfere with the rights, comfort or convenience of the other residents, this includes the use of loud music, shouting, and unnecessary stomping or banging on unit walls or floors that may disturb Owners or Occupants in surrounding Units whether in the Common Elements, Limited Common Elements or any Unit. Any persons experiencing any disturbances should contact the **local authorities and/or the** Association immediately for purposes of monitoring and enforcing compliance.
10. The display or discharge of firearms or fireworks within the Common Elements or Limited Common Elements is strictly prohibited.
11. Nothing shall be thrown or tossed from the balconies or porches of the Units. This includes cigarettes, cigars, and food, stones, and missiles, incendiary or explosive devices. The proper authorities **should** be contacted immediately to investigate such activity.
12. The Fitness Center is available to all Owners and Occupants eighteen (18) years of age or older from 6am to 10pm.. Anyone under the age of eighteen (18) must be accompanied by a parent or guardian when using the Fitness Center. A key FOB is necessary in order to access the Fitness Center. Occupants are responsible for obtaining a **key FOB** from the Owner of their Unit. The Association will in no way be liable for the safety of any person(s), including Owners and Occupants, accessing this facility. (see #6)
13. Grills (Gas or Charcoal) are located at each Pool facility for use by the Owners and Occupants. It is imperative that the propane tank on the gas grills be turned off after each use and that the grates are cleaned with an abrasive brush when finished. The Association will in no way be liable for any injury incurred from the use of these grills.

USE OF personal grills are strictly prohibited on any balcony or patio and must be at least 15 feet away from any building or structure when in use. Grills MUST be stored off common property (i.e. on porch or patio) when NOT in use and the Association reserves the right to remove and discard personal grills without further notice to the Owner or Occupant if not stored correctly. It is recommended that in a gas grill that the propane tank be disconnected when not in use for safety precaution.
14. No obstruction of any kind is allowed in the entrances to the garden unit. This includes bicycles, toys, coolers, outdoor furniture and other items that may obstruct the area. No item can be stored under the stairs of the building.
15. The Association shall have the right to close any portion of the Common Elements for emergency, security or other safety purposes for any reason without prior notice to the Owners or Occupants for a period of time not to exceed (1) one year.

16. Except as otherwise provided in the Master Deed, no signs shall be placed or permitted within the Montclair community except those approved by the Board of Directors. No Owner or Occupant shall be permitted to place any sign in or around their Unit or elsewhere on the property advertising the Unit for sale or lease.
17. Solicitation in the Montclair community is prohibited. All advertisements and postings must be approved by the Board of Directors. Except as may be required by legal proceedings, no signs, advertising posters, billboards, canopy or awnings or any variation of the foregoing of any kind shall be erected, placed or permitted to remain in the Montclair community without the prior written consent of the Board of Directors.
18. All Residential Units shall be used for residential or ancillary home office purposes only. No other business, trade or similar activity shall be conducted in a Unit without the prior written consent of the Board of Directors.
19. No tenant may keep more than two (2) pets. No pet may be left unattended outdoors. This includes any balcony or porch or tied up in common or limited common areas. No pet shall be permitted to use the balcony or porch as their bathroom. All pets must be kept on a leash and be under the physical control of a responsible person at all times. The person responsible for a pet must promptly remove any feces left upon the Common Elements or Limited Common Elements. Any damage to the Common Elements or Limited Common Elements caused by the Owner's or Occupant's pet shall be repaired at the Owner's sole expense.
20. Dog Breed Restrictions include: Rottweiler, Mastiff, Doberman, Pit Bull, Chow or any Mixture of these Breeds.
21. Excessive Barking is considered a Nuisance and will be considered a violation and fines can be assessed.
22. No water shall be needlessly consumed by any Owner or Occupant. Car washing is strictly prohibited on Montclair property.
23. Plumbing to some degree is shared throughout the community, to prevent plumbing issue no diapers, wipes, paper towels, feminine products and the like should be flushed down the toilets. In the kitchen, NO GREASE SHOULD EVER BE PUT DOWN THE DRAINS. Please make sure you remove ALL grease from pans into the trash. If plumbing back ups are caused by the disregard of these rules the homeowner(s) can be responsible for the cost of the repair and subsequent damages to property.
24. All windows treatments visible from outside the Unit shall be white or off-white in color unless otherwise approved in writing by the Board of Directors.
25. Garage sales, yard sales, flea markets or similar activities are prohibited unless and to the extent conducted under the auspices of the Association.
26. Any damage to the Common Elements caused by the Owner, Occupant or guest of Montclair shall be repaired at the Owner's expense.
27. Move-In and move-outs of Units shall be accomplished only in accordance with any rules and regulations then established by the Association. Any damage to the Common Elements or Limited Common Elements as a result of such moving, including but not limited to, medians and landscapes, shall be repaired at the Owner's expense. **Management MUST be notified of all transitions in and out of each unit by the Owner. The cost removing any debris left behind will be charged to the owner.**
28. Any alterations or modifications to the interior of Units that will alter the structure of the unit to include, walls, floor joists, or the like, must be pre-approved in writing by the Architectural Review Board except as noted in these Rules and Regulations and Architectural Review Board Standards (hereinafter referred to as the "ARBS"). **See Exhibit B** hereto attached.
29. Except as otherwise provided in the Master Deed, **NO** Owner or Occupant shall perform any work of any kind on the Exterior of the building or upon the Common Elements or Limited Common Elements.
30. Except as otherwise approved by the Board of Directors or as permitted by the Master Deed, ARB or by law, no Owner or Occupant shall install wiring for electrical or telephone purposes, television or radio antenna, satellites, machines or air conditioning units on any portion of Montclair, including balconies and porches. If

any owner installs any of the above, the owner will be responsible for the removal of the item and repair to any damages caused to Common Property by the unauthorized installation.

31. No Owner or Occupant shall place or maintain any type of exterior television, radio antenna or satellite equipment within Montclair community except as permitted by law.
32. No owner may place any item in common area without approval from the Board. The patio, which is part of your unit is limited common area, once off the patio this is common area and nothing can be placed there to include any furniture, playground equipment, grill, pavers, sheds, storage boxes, plants, flags, trellises, exterior decorations and the like. All requests must be reviewed and approved by the Board, if not approved a 24-hr notice will be given to remove the items. You can submit a request to the ARB Board.
33. No swings, hammocks or other hanging items are permitted in the common or limited common areas.
34. The use of Turkey Fryers are strictly prohibited. Fire Pits are not permitted to be constructed on common property. Commercially constructed propane or wood fire pits may be used if placed at least 15 feet away from any building, a fire extinguisher is visible and at hand, attended at all times and fully extinguished before leaving the area. It is recommended that in a propane fed fire pit that the propane tank be disconnected when not in use. No duraflame logs can be used at any time, firewood is the only permissible combustible permitted.
35. Fences can only be constructed on the townhome units, provided they do not encroach into utility easements and must be first approve by the ARB Board.
36. Nothing can ever be attached to the siding of the buildings (including but not limited to, flower boxes, vines, hanging baskets or flags), this allows for water intrusion. If any owner damages the siding they are responsible for any damage it may cause to the building.
37. No Owner or Occupant may interfere in any way with any common heating, cooling, and electrical, plumbing or lighting apparatuses in Montclair.
38. No Owner or Occupant shall contract for any plumbing, electrical or mechanical repairs to their Unit, Common Elements or Limited Common Elements, nor shall any Owner or Occupant allow any plumber, electrician or other contractor to make any such repairs to their Unit without prior written consent of the Architectural Review Board. The Association and Architectural Review Board shall have the right to designate and approve in advance all electricians, plumbers and other contractors who perform work on Montclair. Refer to the ARBS. (EXHIBIT B)
39. Window air conditioning units are NOT allowed except on an emergency temporary basis and written permission from the Board must be obtained prior to placement of the unit.
40. Porches, patios and entrances cannot be used as storage, they must be kept clean and neat. No owner can use household furniture on their patio, deck or porch. Never throw cigarette or cigar waste off of any porch, patio or deck. If you are found to throw tobacco waste, you will be given 24 hrs. to clean up the debris, if this continues fines will be assessed and the cost of clean-up will also be assessed.
41. The Owner or Occupant shall maintain, at a minimum, a temperature setting of fifty-five degrees (55°) Fahrenheit when the temperature is forecasted to be or does reach thirty-two degrees (32°) Fahrenheit or below to prevent breakage of water pipes during colder months of the year. **In the Summer (hotter months), even in an unoccupied unit, the Owner is required to make sure the HVAC system maintains a temperature of at least 80° to prevent mold and mildew growing within the unit and adjacent wall/units.**
42. Each Owner and/or Occupant shall have the obligation to maintain and keep in good repair all portions of their Unit and the Limited Common Elements assigned to the Unit.
43. Each Owner and/or Occupant shall have the responsibility to keep in a neat, clean and sanitary condition any Limited Common Elements serving their Unit including, without limitation, porches and balconies. The Owner

must report promptly to the Association any defect or need for repairs for which the Association is responsible.

44. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests on the exterior or within the Units, Common Elements and Limited Common Elements.
45. The Association may, but shall not be required to, from time-to-time, provide measures or take actions which directly or indirectly improve safety at Montclair. The Association, the Board of Directors or the ARB shall in no way be considered insurers or guarantors of security within the Montclair community.
46. No Unit shall be used for or subject to any type of vacation time sharing plan **such as Airbnb, VRBO, HomeAway or any type of short-term rentals.**
47. All rentals must be for an initial term of not less than one (1) year. If any owner is found to lease their unit for any time frame less than one year there will be an **IMMEDIATE \$500 fine** assessed to their account. No lease of a Unit shall be executed without the Owner first performing a background check on the prospective tenant(s). Persons with current security clearance – Military, Federal or State – may provide this instead of the background check. Prospective tenant(s) that have been convicted of a felony are not permitted to lease a Unit in Montclair POA. **The background check should include criminal records and confirmation that the potential renter is not on the sex offender registry.**

In addition, all leases must comply with Article 15 of the Master Deed. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Association with a copy of the lease and a copy of the background check results. The owner will also provide payment of a Tenant Impact Fee to the Owners Association for every new tenant that moves into the community. The fee is determined by the Board of Directors and may change. The name of all tenant(s) occupying the Unit shall be provided. The Owner must make available to the tenant(s) copies of the Master Deed, By-Laws, Rules and Regulations, and ARB Standards. **Failure to comply with the above tenant requirements will constitute a violation and will follow the penalty and fine schedule here within.**

48. When any action by the Owner, Occupant or any other person occupying the unit is deemed to be a violation of the Master Deed, By-Laws, Rules and Regulations or ARB Standards the Association may take appropriate action against the Owner.
49. Except where the Owner also occupies the Unit, the Owner transfers and assigns to the Occupant, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of Montclair POA, including, but not limited to, the use of any and all recreational facilities.

B. Procedures and Enforcement

Separate collection procedures, including notice of alleged violations and opportunity to be heard, shall be implemented by the Association for enforcement of the Rules and Regulations and the ARB Standards. Such collection procedures are a part of these Rules and Regulations and the ARBS. All fees and charges imposed by the Association and all costs incurred in enforcement of these Rules and Regulations and ARBS, including but not limited to the cost of any corrective actions, shall constitute assessments enforceable against Owners pursuant to the provisions of the Master Deed. For each day any violation continues after notice, it shall be considered a separate violation. The Association shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the By-Laws, the Master Deed or the ARB Standards. The Rules and Regulations and the ARB Standards are subject to amendment and to the promulgation of further regulations.

No failure by the Association to insist upon the strict performance of any term or provision contained in the Rules and Regulations and the ARBS 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 of provision of these Rules and Regulations and the ARBS shall not prevent a subsequent act, which would have originally constituted a violation under these Rules and Regulations and the ARBS, from having the effect of a violation or prevent the Association from exercising all of its rights and remedies under the Master Deed, the By-Laws, the Rules and Regulations and/or the ARBS.

C. Penalties and Fine Schedule

In performing daily duties, the Association is unrestricted in applying a wide range of options to solve problems. However, at a point when an Owner and/or Occupant is in violation of the Master Deed, the By-Laws, the Rules and Regulation or the ARBS is blatant, serious or persistent, the Association is empowered to implement, in the sequence in the Table below, a Schedule of Penalties and Fines.

PROCEDURES. The Association will determine if an Owner/Occupant's violation warrants a fine or penalty. If yes, a formal notification letter of intent may be provided to the Owner and /or occupant.

The letter will contain:

- (a) Details of circumstances warranting issuance of the letter;
- (b) Explanation of notification procedures (see Table below);
- (c) Explanation of fine or penalty to be imposed;
- (d) Explanation of right to be heard and appeal process; and
- (e) Disclosure of retention of documentation.
- (f) Detail time to cure or correct the violation

SCHEDULE OF PENALTIES AND FINES:

Each notice of violation will be filed in the Owner's property file and facts of the violation will be given to the Board of Directors. Each violation will remain on record for 12 months' time. A repeat offense within the 12 month time frame will be escalated and considered a repeat offense and subject to the next level of fine structure. The Owner and/or resident must refrain from the same type of violation for a period of 12 months in order to consider it a NEW violation.

Dangerous or illegal activities will be cause for IMMEDIATE SUSPENSION OF ALL AMENITY ACCESS FOR A PERIOD OF NO LESS THAN SIX MONTHS AND WILL BE DETERMINED BY THE BOARD OF DIRECTORS.

Notice of Violation sent	Courtesy letter/email – timeframe to comply noted in notice
2 nd occurrence	\$100 fine assessed to the account and timeframe to comply noted in notice.
3 rd occurrence	\$150 fine assessed to the account and timeframe to comply noted in notice
4 th occurrence	\$200 fine assessed to the account and timeframe to comply noted in notice
5 th occurrence	Owner must appear before the Board and the Board will determine (1) a monetary fine, not to exceed \$500 and (2) further penalties.

*This fine schedule represents the maximum penalties. The Board reserves the right to apply lessor fines based on the nature of the infraction.

RIGHT OF APPEAL. In all cases the accused has the right of appeal and must be afforded a right to be heard before the Board of Directors. No later than ten (10) days after receiving a letter of notification that a fine or penalty has been imposed, the violator may indicate that an appeal will be made and must include details to support the appeal.

CONSEQUENCES OF TARDINESS IN PAYING FINES. If the fine or penalty is still applicable after an appeal has been made and heard by the Board of Directors, the violator must comply within 7 days of the Board of Directors' decision. Failure to pay such fine will result in a charge of \$10.00 per day until payment is received in full.

D. Collections

As per Article 10, Assessments, of the Master Deed; Delinquent Assessments are defined as all assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

- 1) Monthly Delinquent Account procedure
 - a) Mail and/or Email statement to owner if not paid by the end of the month and \$25 late fee is added to the account on the amount not paid for that month
 - b) Mail and/or email statement to Owner if not paid by the end of the same month
 - c) 1st Friendly Collection Letter sent if 30 days past due by mail and/or email
 - d) Suspension of Clubhouse/pool privileges letter sent by mail and email if delinquent over 30 days by certified mail giving owner 10 days to bring the account current.
 - e) If not paid in 10 days make sure all FOB(s) are made inactive for amenity use only.
- 2) 60-day Delinquent Account procedure
 - a) Sent 60-day collection letter by email and/or mail include a current statement with letter
- 3) 90-day Delinquent Account procedure
 - a) Send 90 letter by email and/or mail to include information about filing lien
- 4) Over 90-day Delinquent Account procedure
 - a) File and record lien on the property
 - b) Add any legal fees to the owners account for lien filing or collection processes.

Please note that in Article 10, Section 10.3 item (c) does allow for the Board of Directors to accelerate payment of the Annual Assessments if an owner fails to pay their outstanding Assessments within 10 days of the notification. If the Board chooses to accelerate payment, the Collection procedure will then be:

- 1) Board of Directors agree to accelerate and declare immediately due all installments of the Annual Assessments, any Special Assessments, and any Specific Assessments without any further notice being give to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the Annual Assessment in monthly installments for that fiscal year.
- 2) Notice of the Approved acceleration will be sent to the Owner via Mail/Email.
- 3) If a lien is not currently on the property, a lien will be placed on the property to include all Assessments due and any additional legal fees.