

Inner Harbor Village Condominium Association

House Rules

October 11, 2013

Inner Harbor Village Condominium Association House Rules

Inner Harbor Village House Rules promote and encourage a harmonious environment for Village residents. The House Rules incorporate common sense guidelines for condominium living, protecting common interest in property, and serving as an avenue for resolution of problems. The Rules are not intended to limit reasonable conduct.

Section 14.4 of the IHVCA CC&R's provides the authority to adopt House Rules, which carry the same weight as the CC&R's and apply equally to owners, tenants, guests and visitors to our community. Inner Harbor Village CC&R's, South Bay Community Association (SBCA) CC&R's and SBCA Design Standards shall prevail regarding any inconsistency with the House Rules.

The BoD will notify offending parties in writing regarding any violations of House Rules. Unless the violation creates an emergency situation or immediate threat to the community, a reasonable time period of not less than five (5) or more than thirty (30) days shall be granted by the BoD for compliance with the rules. Penalties for non-compliance have been established proportionate to the severity of the violation.

Access for Inspection, Repairs or Emergencies

1. The BoD or its agents may enter individual units for inspection, repairs, or emergencies. Residents will be provided advance notice and explanation for the entry except in times of great emergency. Entry will be made with minimal inconvenience to residents.
2. Owners or residents leaving the area for extended periods must notify and provide entry availability to the BoD or local agent during their absence.

Chimneys/Fireplaces

1. Owners must maintain their fireplaces and chimneys in a manner that prevents damage or discoloration in the area of the chimney top surround.

2. Wet or resinous wood can cause a creosote buildup in the chimney. Refrain from burning more than one artificial log or one with a paraffin binder at a time. This can result in a chimney fire due to excessive heat.
3. Annual inspection and cleaning (if indicated) are strongly recommended if fireplace is frequently used. Propane fireplaces are exempted from inspection and cleaning.
4. Fireplace wood may not be stacked next to buildings. Check with BoD for designated areas.

Damage Responsibility

1. Homeowners are responsible for all costs to repair damage caused by themselves, any occupant or guest.
2. If it is necessary for the Association to correct damage caused by an owner, occupant or guest, the cost will be added to the owner's quarterly assessment.

Decks, Patios, Porches, Railings and Entry Ways

1. In the interest of safety, all areas used for passage (entry ways, stairways, etc.) must be kept free of any object (flower pots, furniture, etc.) that might impede passage.
2. Individual homeowners bear the responsibility for caring for any patios, decks, porches, and railings immediately adjacent to their dwelling units. This includes painting, sweeping, washing, grease removal, keeping free of debris and unsightly items. Owners must also maintain these areas in good condition and must refinish or replace these elements before they become unsafe or unsightly. The BoD must approve material and color.
3. Railings should be kept free of flowerpots or other items that could fall and cause injury or damage, or that may mar, stain or otherwise damage surfaces.
4. Residents of upper units must see that neither droppings from hanging plants, nor water or debris from plant maintenance or cleaning create an inconvenience for units below.
5. Any nail or screw holes in common area siding or trim must be repaired by the resident prior to resale, repainting, etc. Such holes must be kept to an absolute minimum.
6. Owners of units with shared porches may add furniture, plants and decorative articles that neighbors agree to and that do not detract from the overall appearance of the Village.
7. Except for areas specifically designed for storage, items will not be kept in common areas or on or under decks, porches, patios or stairways.
8. Decorative lighting is permitted December 1-January 15. Attaching such lighting should not damage or create holes in building exteriors.
9. Residents objecting to articles on porches, decks or patios for aesthetic or view impairment reasons are encouraged to discuss the matter with the neighbor. Unresolved disputes can be sent to the BoD in writing for resolution. The BoD's decision in these matters is final.

Exterior Building Appearance

1. The Inner Harbor Board of Directors (BoD) is responsible for the standard of appearance and condition of buildings and common/limited-common areas with respect to the necessity for and manner of maintaining, repainting, or decorating.
2. The BoD controls paint colors applied to buildings, including doors, railings, siding and trim.
3. Homeowners or residents may not modify or alter the color or material of the exterior of their unit without prior written approval of the BoD.
4. Plain white screen and storm doors are permitted.

Garage/Estate Sales

1. Individual or group garage sales are prohibited. If sufficient interest is shown, the BoD will consider an annual Village-wide sale.

Heating and Cooling

1. The installation of heat pumps and/or air-conditioning in duplex units is permitted upon obtaining written approval from the BoD. Allow 30 days for review and response. In some instances, installation may not be feasible. Installation in four-plex units is not practical because of noise and appearance considerations.
2. Owners are responsible for all costs associated with the purchase, installation and maintenance of the systems.

Hoses

1. Water hoses must be stored inside of garages or out of street view when not in use.

Insurance

1. Liability Insurance on building exterior and common and limited common areas is provided by the Association. Owners and residents are encouraged to purchase condo or renters insurance to cover interior damage, personal belongings and deductible liability.
2. Owners and residents shall not permit anything to be done or kept in the unit or in common or limited common areas, which will result in or lead to increased rates or cancellation of insurance or is in violation of county, state or federal laws.

Interior Maintenance

1. Owners are responsible for keeping the interior of their unit in good repair and condition.
2. Owners are responsible for the maintenance, repair and replacement of all interior elements, including appliances, floor coverings, plumbing fixtures, lighting and electrical fixtures, heating and cooling equipment, water heater, etc.

Interior Remodeling

1. Owners, at their own expense, may remodel the interior of their unit, including non-bearing walls, ceilings, windows, interior doors, etc.
2. Modifications may not be made to unit interiors that change the external appearance, or adversely affect the structural integrity, sound transmission, mechanical or electrical systems, or diminish the viability, or remaining useful life of any portion of the building.
3. Tools, equipment, and materials used during remodeling/construction must be stored in the unit and not in common/limited common areas.
4. Homeowners are responsible for:
 - a) Cleaning messes, spills, leaks, or debris left in common/limited common areas.
 - b) Reimbursing the Association for damages to common/limited common areas.
 - c) Disposing of combustible and environmentally hazardous materials in compliance with environment laws.
 - d) Removal and proper disposal of paint cans, carpet, wood scraps, and other debris.
5. Remodeling/construction work causing noise, dust, fumes or clutter is only permitted between 7:30 AM and 5:00 PM, weekdays. The BoD may waive this requirement in special circumstances.

Landscaping

1. The association provides landscape service for all common areas.
2. All owners of units in a building may petition the BoD to change the landscape around their building. Unit owners are responsible for any and all costs associated with the change.
3. Removal of weeds by residents is permitted.
4. Removal or limbing of trees is not permitted without prior BoD approval.

Late Fees

1. Quarterly assessments are due and payable on the first day of each calendar quarter and will be considered past due thirty days from the due date. A late fee of \$25 will be assessed on any unpaid balance owing for each thirty-day period beyond the due date. Dues that remain unpaid for more than thirty days will be charged an additional \$25 plus interest for each month unpaid. Unpaid dues, late fees, interest and any related legal expenses may become a lien on the property.

Leasing of Units

1. Units may be leased in their entirety to a single-family tenant, provided such tenancy is not less than six (6) months to the same tenant. Leases may be renewed for a definite term or extended on a month-to-month basis provided that the same tenant will remain as occupant under the terms of the original lease.
2. Subletting is not permitted.
3. Leases must be in writing.
4. Prior to tenant occupancy, owners or their leasing agents must provide tenants with copies of the Inner Harbor Village House Rules and CC&R's, and provide the BoD with:
 - a. A signed copy of the lease
 - b. An owner/tenant signed House Rules/CC&R Compliance Agreement Form, available from the BoD.
 - c. Full tenant information including names and emergency contact information.
5. Owners shall be held accountable for the actions of their tenants, tenant's family members and visitors, including any damage to buildings, common, and limited common areas. Leasing of a condo unit, with or without a leasing agent, does not constitute a waiver or relinquishment of the owner's responsibilities as specified in the House Rules and Inner Harbor Village CC&R's.

Noise and Nuisance

1. No rubbish or debris of any kind is permitted on or near any unit that would render it unsanitary, unsightly, offensive or detrimental to any other property in the vicinity or to its occupants. No loud or offensive noise, excessively glaring or bright lights, foul odors (including smoking and BBQ smoke or odors) or any other use or practice that annoys residents or interferes with the peaceful enjoyment or possession and proper use of the properties, or any portion of them, is permitted.
2. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, may be placed on any unit without the prior written approval of the BoD.
3. Owners, residents and guests shall keep noise to a level that does not disturb others, particularly between the hours of 11:00 P.M. and 7:30 A.M. The BoD, in its sole discretion, shall determine the existence of any such nuisance.
4. Air-drying of personal articles (laundry, etc.) is not permitted if viewable by others.

Parking

1. One off street parking area is provided for each condo unit.
2. Only properly licensed and insured operable automobiles, motorcycles and light pickup trucks are permitted. Light pickup trucks are defined as having no more than 4 standard wheels and a footprint no greater than ½-ton pickup.
3. Vehicles are not permitted to extend into the street.
4. If a conflict arises because occupants or guests prevent other occupants from occupying a space near their unit, the BoD reserves the right to request that the offending party move all but one of their vehicles elsewhere.
5. Vehicle maintenance such as changing oil, engine repairs, etc. is not permitted in common areas or on limited common area driveways.
6. Owners and Residents are responsible for keeping driveways free of oil drips and debris.
7. Parking in driveways on a regular basis is discouraged.
8. Vehicles not regularly operated shall not be stored in common areas.

Pets

1. Only a reasonable number of generally recognized house pets are allowed.
2. Pets must be leashed or carried and under their owner's control in common areas.
3. Pet waste must be immediately removed from common areas.
4. Pet noise that disturbs, and behavior that threatens residents is not permitted.
5. Damage to common, limited common, or personal property caused by a pet will be repaired and/or replaced at the pet owner's expense.
6. Decks, patios, porches, and storage rooms shall not be used to kennel pets, tethered or not, nor are pets to be allowed to relieve themselves in these areas.
7. The BoD shall be the final arbiter of the number and type of pets allowed and whether any pet(s) have become a nuisance.

Propane

1. The installation of propane tanks is permitted if approved by the BoD and the SBCA Architectural Review Committee.
2. Owners must submit written requests, with tank placement and shrub screen plan, and signed by neighbors in view of the tank, for approval. Allow 30 days for review and response.
3. Tanks must be screened with shrubs at owners' expense.
4. Any unit utilizing propane must have a propane detector installed and operational.

Residential Usage

1. Units are to be used for residential purposes only.
2. Telecommuting and other home-based activities may be permitted, providing that no activity related to the in-home business is apparent to your neighbors, including customer traffic to your residence, signage, delivery of supplies, or non-residential sounds or odors.

Sale of Units

1. Units must be in full compliance with Inner Harbor CC&R's, House Rules, and applicable Inner Harbor and South Bay Design Standards at time of sale.

Satellite TV

1. Satellite TV antennas may be permitted at the owner's expense in a location approved by the BoD.

Signs

1. Temporary "For Sale" or "For Lease" signs of a size and placement designated by the BoD and in compliance with South Bay Community Association CC&R's are permitted. Signs should be placed discretely by the dwelling's garage. Visibility of signs from neighboring units should be minimized.
2. No signs are permitted without prior written BoD approval.

Speed Limit

1. The speed limit on all Inner Harbor Roads is 10 miles per hour.

Trash Containers and Collection

1. Covered trash containers up to a maximum of 32 gallons are required.
2. Trash containers must be stored in garages during non-collection periods.
3. Trash placed only in plastic bags for collection is not permitted.

Unoccupied Units

1. When units are left unoccupied, particularly when residents are away seasonally or for extended periods, certain precautions must be taken to prevent damage to the unit or neighboring units:
 - a. Maintain heat at 50° F, and be sure all heat sources are free of obstructions.
 - b. Turn off water at the resident unit shut off valve and release water pressure in pipes. Some valves are inside of the unit while others are outside.
 - c. When water is turned off to the unit, the water heater needs to be turned off at the electrical panel box in the garage to prevent damage to the water heater.

Wild Animals

1. Bird feeders are permitted but must not intrude or cause problems for neighboring units.
2. Feeding of raccoons and other wild animals is not permitted.

Window Coverings

1. Window shades, blinds, drapes or other window covering material must be white as viewed from the exterior of the building.

Approved by the IHVCA Board of Directors, October 11, 2013

Penalties for Violations:

When the Board of Directors or Property Manager discover a violation of the House Rules or governing documents, a Notice of Violation will be sent to the owner as soon as practical. The owner will be given a reasonable time period of not less than five (5) or more than thirty (30) days to comply with the rules as determined by the severity of the Violation. If financial penalties are assessed, they will be credited first against any dues payments received from the offending homeowner, regardless of whether the violation is caused by the homeowner, their tenant or guests.

First Notice:

If, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated, the Association may impose a fine in the amount of \$50.00 against the Owner and his/her unit. The Board shall give the owner written notice of the fine and the opportunity to request a hearing.

Second Notice:

If the Violation is still not corrected within 20 days after the compliance date of the First Notice, the Association may impose a second fine up to the amount of \$250.00 against the owner and the unit. The owner will be notified in writing.

Third Notice:

In the event the Violation is not corrected within 20 days from the date of the Second Notice fine, the Association may impose a third fine up to the amount of \$250.00 against the owner and the unit. The owner will be notified in writing.

Additional Remedies:

In the event that the Violation has not been corrected within the 20 days required by the Third Notice, the Association may impose a per diem fine against the owner and the unit in any amount deemed reasonable by the Board of Directors. In addition to imposing fines, the Association may enforce the House Rules and other governing documents by any and all legal and equitable means, including engaging legal counsel. Also, in the case of safety, structural or external appearance issues where owners have not corrected Violations after the Third Notice, the Board of Directors may contract to have Violations corrected and assess the owner all costs incurred.