

THE LIVINGSTON CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

(Updated September 20, 2024)

The following rules and regulations are adopted by The Livingston Condominium Association; Inc. (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I GENERAL

1.01. Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

1.02. Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for The Livingston Condominiums (the "Declaration").

1.03. Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04. Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

1.05. Personal Property. Neither the Board nor the association is responsible for personal property left in parked cars or anywhere else on the Condominium property.

ARTICLE II APPEARANCE

2.01. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02. Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03. Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04. Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05. Laundry. No laundry is to be hung on the balcony or in windows for any reason.

2.06. Limited Common Elements. All patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills, which must be stored and used according to all applicable fire and building codes, and for patio and deck furniture. No tarps are allowed.

ARTICLE III USE RESTRICTIONS

3.01. Animals. Except as the Association may otherwise permit, Unit Owners shall be allowed to keep up to: (i) two (2) cats or one (1) dog per Unit; (ii) one (1) dog and one (1) cat per Unit; or (iii) subject to a combined weight limit of fifty (50) pounds, two (2) dogs per unit. No Rottweilers, Pit Bulls, Akita, Chow, Presa Canario, Sharpie and Wolf Hybrids shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a

leash at all times when not in a Unit. Under no circumstances, should a pet be tied up or penned up outside your unit, including the patio area. In addition to cats and dogs, small animals that are kept in a cage or tank are also permitted. Animals shall not be permitted to unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate cleanup of their animals regardless of the circumstances.

Amended 01/09/07

3.02. Damage to Common Elements. Damage to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03. Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium, Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04. Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05. Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06. Noise. No loud, disturbing or objectionable noises shall be made on the property. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as to not disturb other Unit Owners. Despite such reduced volume, no Unit Owner

shall operate or permit to be operated any such device in a Unit between the hours of 11:00 p. m and the following 8:00 a.m, if such operation shall disturb or annoy other occupants of the building. Power tools shall not be used between 9:00 p.m and 8:00 a.m the following day. No noisy vehicles will be operated on the property.

3.07. Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.08. Landscaping. Unit Owners are prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association.

3.09. Trash Removal. Trash should never be left outside your Unit, even for a short time. All trash should be placed securely inside the dumpsters in a sealed plastic bag. Unit Owners shall comply with all local, county and state recycling laws.

3.10. Outdoor Grilling. No charcoal or wood products may be used for outdoor cooking.

Added by The Association 9/10/2024

ARTICLE IV VEHICLE RESTRICTIONS

4.01. Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units. Parking areas shall not be used for any purpose other than parking your vehicle as outlined below. All vehicles must be parked completely within the parking lines.

4.02. Parking. Parking spaces are to be used exclusively for vehicles driven on a regular basis and not for storage of any kind. Inoperable vehicles are not allowed on the property at any time. A vehicle is considered inoperable if it is not capable of immediate movement under its own power at any time, has a flat tire, expired plates or if it is not currently licensed. Unit Owners shall not be permitted to park their vehicles in any space, except for Parking Units owned by them Unit Owners shall not park, nor shall they permit their

families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Cars and/or motorcycles must be parked within the confines of the individual parking stalls. The stall is defined by the yellow lines. These lines extend toward the ceiling and the back boundary of the stall is defined as the yellow lines' end. In the event the automobile is longer than the length of the stall, the automobile should be parked as far forward in the stall as possible, and no other vehicle/item will be allowed in the stall. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. See Rule 4.05 for other items that may be stored in the parking space. Any other items an owner may want to store in the stall must be previously approved by the Board, or a fine may be issued. Violation of parking rules will result in a \$50.00 fine, to be issued at maximum on a weekly basis.

Amended 08/01/2024

4.03. Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in a Parking Unit owned by the Unit Owner. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.04. Vehicle Repairs. No vehicle repairing or maintenance (e.g. changing oil) or any similar activity shall be permitted anywhere on the Condominium property, except for minor emergency repairs to permit a vehicle which is temporarily inoperative to be removed (e.g. changing a tire or battery).

4.05. Personal Property Storage. Unit Owners shall keep personal property in their Unit or Storage Unit and not stored in the Common Elements except as provided herein.

There is a bicycle storage area located in the northwest corner of the lower garage and it may be used for bicycle parking only. No bicycle trailers, tricycles, mopeds or scooters are allowed in this area. There is limited moped and motorcycle parking in the adjacent area of the lower garage to the

southeast. There is additional bicycle only parking in this area as well. Such items stored in these areas shall not block or impede access to electrical meters, electrical panels, building control equipment or systems, or the ingress or egress to or from these areas by others. A total of two bicycles, mopeds, motorcycles, and scooters per Unit may be parked in these designated areas. (Two items total.)

Unit Owners may park motorcycles, bicycles, mopeds, or scooters at the front-most area of their parking spot with the following limitations: no more than two total items and any other vehicle, when parked, must not extend beyond the painted yellow lines. A rack may be used but is not required.

Gasoline powered items may not be stored in a residential unit or in a storage unit located on a floor where residential units are also located. No electric bicycles, scooters or other battery powered items may be charged in the garages at any time. The only exception is an electric car or truck with prior approval of the Association.

This Rule does not confer upon any Unit Owner any right, nor does Unit Ownership convey or guarantee the right, to store such items. Space is limited. To the extent space is available, such items shall be stored in accordance with Association Rules.

Amended 8/01/2024

ARTICLE V AMENDMENTS

5.01. This document may be amended at any time by the Board of Directors of the Association.

ARTICLE VI FINES

6.01. In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws, the Rules & Regulations, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit Owner

according to the following schedule: (a) For the first offense in a given twelve-month period: \$100.00. (b) For the second offense in a given twelve-month period: \$150.00 (c) For the third and any subsequent offenses in a given twelve-month period: \$200.00

Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefore by the Association shall accrue a late charge in the amount of \$50.00 for every month the fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

Amended 11/08/07

ARTICLE VII LATE FEES

7.01. Late Fees. General Assessments are payable to the Association in twelve equal installments which are due monthly on the first day of each month. Any Owner who has an outstanding balance of any amount as of the 11th of the month will be charged a late fee of \$25.

Late fee assessments are in addition to all other legal remedies, including interest, property liens and foreclosures.

Amended 3/25/2021

ARTICLE VIII MOVING ITEMS IN OR OUT

8.01. Move-In and Move-Out Notice. All owners must provide written notice to the Association's management company when the owner or his or her tenant is moving in or out of the premises. Notice must be given at least 5 days prior to the scheduled move-in or move-out date.

8.02. Procedure. All large items requiring the use of a dolly or two movers must be moved through the lower garage for Units in the 808 building. This rule applies even if the move is not part of a move-in or move-out.

8.03. Fines and Financial Liabilities of Owner. The financial responsibility for damage to the common areas will be assessed in accordance with Rule

3.02. Fines for violating Rule 8.01 or 8.02 will be assessed in accordance with Rule 6.01. Amended 3/25/2021

ARTICLE IX RENTAL OF UNITS

9.01. The Unit Owner must notify the Property Manager and Board of Directors of his/her intention to offer the unit for rental. Written permission is required from the Board of Directors at least 30 days prior to the rental of the unit. Any unit will be considered “rented” when the Unit is non-Owner-occupied and is occupied by someone other than the Unit Owner (“the Renter”).

9.02. The rental agreement or lease (“Lease”), and any amendments, extensions or renewals, shall be in writing and shall not be for an initial term of less than six (6) months or more than eighteen (18) months. Amended 3/11/2024.

9.03. The Rider to Residential Condominium Lease shall be an amendment to the lease as stated by State Statutes.

9.04. The leasing Unit Owner shall provide a copy of the Lease, Rider to Residential Condominium Lease and Contact Form with the renter contact information no later than 14 days prior to renter occupying the unit.

9.05. All extensions or intent to renew the lease must be approved in writing by the Board of Directors no later than 60 days prior to the lease renewal date.

9.06. No more than twelve (12) Residential Units in the Association may be rented at any one time. Contact the Property Manager for the current number of Units being rented. Amended 09/29/11

9.07. No Unit may be rented for more than a total of three (3) consecutive years before the Unit Owner must sell the unit or occupy the Unit. Rule 9.07 does not apply to rentals to family members. Commercial Units are exempt. Amended 09/29/11 and 03/25/2021.

9.08. If the above procedure is not followed, a \$300.00 fine per month will be assessed until the unit has been vacated by the Renter or the rental has been

approved by the Board and all paperwork has been received by the Management Company. Furthermore, if unit is rented without approval, fines plus possible legal action will be taken with all legal fees to be paid by the unit owner.

9.09. During the term of any Lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

9.10. 800 and 804 Williamson Street are exempt from 9.06 and 9.07.

9.11. A lease must be signed and executed within 90 days of an owner's lease option being activated from a waiting list.

9.12. Rule 3.10 is overruled in its entirety.

Amended 03/25/2021

ARTICLE X INSURANCE

10.01. Unit Owner Responsibility for Master Policy Insurance Deductible.

(a) The Association may assess the master policy deductible to the Unit Owner for:

(1) damages caused by the negligence of the owner or his or her guests, residents, or agents and

(2) damages originating from the Unit regardless of the negligence of the owner or his or her guests, residents, or agents.

(b) In the event that paragraph (a) does not apply, the deductible may be assessed against the Unit Owners affected by the loss or all Unit Owners based on their percentage of ownership of the common areas as described in the Declaration.

(c) These provisions apply for all insurable losses (including those less than the condominium master policy deductible) regardless of whether a master policy claim is filed.

10.02. Insurance Required. Unit Owners are required to obtain insurance with a minimum of \$100,000 in personal liability coverage. Unit owners have 60 days from the date of this rule to verify or obtain this coverage.

10.03. Insurance Recommended. Unit owners are encouraged to purchase condominium dwelling coverage and condominium loss assessment coverage equal to or greater than the deductible of the master policy. (It's currently at \$10,000.) Please discuss with your insurance provider if you have any questions regarding the best levels of coverages.

Added by the Association 1/7/2021

ARTICLE XI ELECTRIC VEHICLE CHARGING

11.01. Procedure.

- Submit an EV charging installation request to the Board via our property manager. (A template is available from our property manager.)
- Have the installation plan approved by the Board.
- Have one of the electrical contractors selected by The Association complete the work.
- All costs to be paid by the Unit Owner, including a one-time payment to the Association of \$350 to defray its share of needed infrastructure improvements.

11.02. Authorization.

The Association has full authority over the approval procedures, the installation process and the management of inquiries relating to EV chargers in the building. Existing outlets in the garages may not be used for charging vehicles. Extension cords may not be used to charge vehicles at any time.

Added by the Association 11/11/2021

ARTICLE XII NEW OWNER RESERVE TRANSFER FEE

12.01. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association equal to two months' installments of the average of all 38 Unit Owners regular annual assessments at that time. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from the fee:

- a. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;
- b. When the transfer is solely between spouses or domestic partners;
- c. When the transfer is solely between a parent and his, her or their child;
- d. When the transfer involves only a storage or parking Unit; and
- e. When the transfer is to or from the Association.

Added by the Association 2/24/2022 (Effective 3/1/2022)