

**MILL CREEK CONDOMINIUM**  
**INITIAL CONDOMINIUM RULES**

THESE INITIAL CONDOMINIUM RULES are hereby adopted pursuant to the terms of the Declaration of Condominium for Mill Creek, and shall be binding and remain in full force and effect until such time as they are modified or amended in accordance with the procedures established in said Declaration.

**RULE I**  
**COMMON AREAS**

Common Areas shall include all Common Elements as defined in Article II.15 of the Declaration of Condominium for Mill Creek.

- I.A Children shall not play in the Common Areas.
- I.B No bicycles, scooters, or similar vehicles, or other personal property of Owners or tenants, shall be parked, stored, allowed to stand, or remain in the Common Areas.
- I.C Pets shall be carried or leashed at all times in the Common Areas, and Owners shall immediately collect and remove any pet excrement from the Common Areas.
- I.D No smoking, cooking or barbecuing, nor shall solvents, petroleum-based products or other chemicals of similar nature, shall be permitted in or upon the Common Areas.

**RULE II**  
**WINDOWS**

- II.A Awnings and/or window boxes may be used in or about the buildings or Common Areas only with the advance written consent of the Association, and the type, color and method of attachment must be pre-approved in writing by the Association. All blinds, curtains, and other window treatments shall be backed with a neutral color or as pre-approved in writing by the Association.
- II.B Nothing shall be projected or shaken out of any window, nor placed upon the windowsills without the express written pre-approval of the Association.
- II.C No sign, notice, advertisement, or illumination shall be inscribed or exposed on or out any window or other part of the Condominium.
- II.D Each Owner or tenant shall keep the storm windows and the interior face of his exterior windows clean. In case of refusal or neglect of an Owner or tenant, after 10 days notice in writing from the Association or the Managing Agent to clean the windows, such cleaning may be done by the Association or Managing Agent, which shall have the right to enter the Unit for such purpose and to charge the cost of such cleaning to the Owner or tenant.

**RULE III**  
**TRASH AND RECYCLING**

- III.A Garbage and refuse from all Units shall be disposed of regularly but only at such times and in such manner as the Association may direct.

- III.B Only bagged trash shall be placed in the trash areas. Only bagged or crated recyclable paper, glass, plastic, and metals shall be placed in the recycling areas (if any).

#### RULE IV NUISANCES

- IV.A No Owner or tenant shall make, permit, or cause disturbing noises, smells, or vibrations, in the Condominium or do or permit anything to be done therein which unreasonably disturbs other occupants or unreasonably interferes with the right, comfort, or convenience of other Owners.
- IV.B No Owner or tenant shall play upon or suffer to be played upon any musical instrument or permit to be operated any device connected to speakers, such as a CD player, phonograph, radio, VCR, computer, or television in said Owner's or tenants if the same shall disturb or annoy any other occupants of the Condominium. In any event, Owners and tenants shall at all times comply with local ordinances regarding sound and noise.
- IV.C No construction or repair work or other installation involving noise, smell, or vibration shall be conducted in any Units except on weekdays and Saturdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:30 p.m.

#### RULE V PETS

- V.A No more than a total of two pets may be kept in any Unit (but then only domestic dogs, cats or birds), and then only so long as the keeping of such pets does not interfere with the rights or convenience of other Owners. No dogs considered of an "aggressive breed" may be kept, maintain or permitted in the Condominium. "Aggressive breeds" shall include but shall not be limited to: (i) pitbull-type; (ii) Rottweiler; (iii) German shepherd; (iv) husky-type or wolf-cross-bred; (v) malamute; (vi) Doberman; (vii) chow chow; (viii) Saint Bernard; (ix) Great Dane; and (x) Akita, and mixes thereof. The Association reserves the right to amend or modify this definition of "aggressive breed" in its exclusive discretion. No other pets, animals, livestock, or poultry of any kind are allowed.
- V.B Owners shall immediately clean and dispose of any pet litter, excrements or soiling in the Common Areas. Repeated occurrences of soiling in the Common Areas shall result in the permanent removal of the offending pet from the Condominium.

#### RULE VI USE OF INDIVIDUAL UNITS

- VIA No group exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in a Unit without the consent of the Association.
- VIB The agents of the Association, and any contractor or workman authorized by the Association, may enter any unit in any reasonable hour of the day for the purpose of inspecting such Unit to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests. If the Association takes measures to control or exterminate any such pests in a Unit, the cost thereof shall be payable by the Owner of that Unit.
- VIC Toilets, sinks, bathtubs, showers, dishwashers, washing machines, and other water apparatus in the Units shall not be used for any purposes other than those for which they were constructed. Owners or their tenants shall

exercise proper care to insure that floors are kept clear of standing or running water. Running water shall not be left unattended or allowed to overflow any appliance or fixture. All dishwashers, washing machines, and other water-using appliances shall have integral automatic overflow cut-off switches. The cost of repairing any damage resulting from the violation of this rule shall be paid for by the Owner or tenant in whose Unit it shall have been caused.

- VLD The Association shall have a pass key to all Units in the Condominium. No Owner or tenant shall alter any lock or install a new lock without the permission of the Association.

#### **RULE VII FIREARMS AND FIREWORKS**

- VILA No discharge of firearms or fireworks shall be permitted anywhere on, in or from the Property.

#### **RULE VIII COMPLAINTS**

- VIIIA Complaints regarding the maintenance or administration of the Condominium shall be made in writing to the Board of Directors.

#### **RULE IX SECURITY**

- IX.A Residential Owners or their tenants shall not distribute keys to the Condominium to persons other than family members or other individuals residing in the Condominium. Any Owner or tenant providing keys to any other persons shall inform the Association of the names of such persons.

#### **RULE X PARKING**

- X.A The parking areas are a Common Element of the Condominium provided for all Unit Owners, their tenants and guests. Each Unit may be designated a specific parking space(s) by the Association, until such time as specific spaces are assigned (*if ever*), all spaces are on a "first come, first serve" basis, provided no Owner shall occupy more than two spaces for each Unit. All vehicles improperly parked within the parking areas are subject to towing at the owners expenses. In no event shall any Owner permit their guests to remain parked for more than eight (8) out of any twenty four (24) hour period, for more than ten (10) successive days.
- X.B All Unit Owners agree to comply with any rule and regulation respecting use of the parking areas, as established by the Association. Failure to comply with any of these Parking Rules, or any such rules and regulations established by the Association may result in the towing of vehicles at the owners expenses.