

LOMBARD PINES CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

GENERAL

1. The Association reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the Buildings and Property and for securing the comfort and convenience of all occupants thereof.
2. The Board may fill vacancies in its membership for the unexpired portion of any term. Persons appointed to an unexpired term are eligible for election at the end of that term.
(rev'd 2/23/05)
3. (February 2001) The Unit Owner(s), his family, tenants, servants, employees, agents, and all guests will comply with all the Regulations herein set forth governing the buildings, public areas, driveways, recreational areas, grounds, parking areas, and any other appurtenances.

RESTRICTIONS ON USE

1. The walkways, greens, sidewalks, entrances, passages and courts surrounding the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the Building Units.
2. The unit Owners shall not cause anything to be hung, displayed or placed on the exterior walls, doors, or windows of any building without the express prior written consent of the Association. No clotheslines or similar devices shall be allowed on any porches or balconies and nothing shall be hung from the doors, windows, patios or balconies of any Building Unit.
3. (April 1999) If a Unit is rented or leased, the new tenants will sign an Addendum indicating they have read and will abide by the Rules and Regulations of the Lombard Pines Condominium Association. Any violations will be reported to the homeowner so that he/she may address it with the tenant. The Addendum will include tenant names, work and home phone numbers and homeowner's current address.
4. No exterior of any Building shall be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Association, which consent may be granted or refused in the sole discretion of the Association.
5. Each unit owner shall keep his unit and patio, to which he has sole access clean and in good order, and shall not sweep or throw any dirt or other substances from the doors, windows, or balconies thereof, or permit others to do the same.
6. (AMENDED DEC 1997) No awnings shall be installed by any Unit Owner outside any Unit, and no sign, notice, advertisement or illumination shall be displayed on any Building, including from windows, except such as shall have been approved in writing by the Association, which approval may be granted or refused in the sole discretion of the Association. No flag,

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pennant, banner, bunting, or other thing may be projected from any windows of any building without similar approval.

7. (DEC 1997) Generally, no radio, television or data transmission antennas shall be installed by any Unit Owner outside any Unit except such as shall have been approved in writing by the Association. Approvals shall be granted when required by law, provided the installer can meet the reasonable aesthetic and structural concerns of the Association. The following regulations are provided to address the desire of Home Owners to utilize "satellite dishes" of less than one meter in size, which have become a common item of home video equipment. Other technologies, past, or future, not subject to the same Federal Regulations or technical considerations may be distinguished, and the Association shall not by these regulations be deemed to permit such other antennas in the absence of a legal requirement that they be permitted. The following guidelines shall be applied in ruling on antenna applications:
 - I. The Executive Board shall rule by majority vote on all applications to the Association for antenna installations.
 - II. Ruling shall be based upon aesthetic considerations and upon concerns for the effective management of the common elements, including but not limited to minimizing risk to the common elements from wind damage, water leakage, and damage incidental to access required by installation, maintenance, repair, and removal personnel.
 - III. Roof and rear wall near roofline shall be preferred installation locations. Within a given location, the closest possible proximity of an antenna to the unit it shall serve shall also be preferred over any more remote location. The mounting of an antenna on the front facade of a Building shall not be permitted. An approval by the Executive Board of a location shall not constitute an endorsement of that location as being suitable from the standpoint of its structural mounting or other concerns. Prior to installation of an antenna, a Commdeck Dish Mounting System, or similar mounting system approved by the Executive Board, must first be installed to protect the roof and prevent any water damage. **Please contact lpca@swyer.com to coordinate installation of the mounting system with our general contractor.** All responsibility for proper installation and for possible damage due to leaks or weather hazards shall be borne by the Home Owner who installs, owns, or maintains the antenna in question. (rev'd 2/23/05, 1/22/18)
 - IV. No antenna installed under the provisions shall become a limited common element. The Association shall be entitled to charge any Unit associated with an antenna, with any expense incurred by the Association in repairing any damage due to the inadequacy or failure of the antenna's installation.
 - V. Any Home Owner who installs, owns, or maintains an antenna must upon the sale of his unit:

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- a) Remove the antenna and restore the surface from which it was removed in a manner satisfactory to the Association; or
 - b) Provide his purchaser with written notice of the antenna installation, and provide contractually with the purchaser for the purchaser to assume responsibility for its maintenance and any required repairs to the Association's property required due to the antenna's existence.
- VI. No antenna installation shall be approved if reception of the same signals can be accomplished with the installation of a smaller piece of equipment. The party applying for permission to install an antenna shall bear the burden of proof that the antenna requested is the minimum size required.
- VII. The Association shall not impose these restrictions in such a way as to violate any Unit Owner(s) right to receive broadcast signals as provided by Federal Law and FCC Regulations, however, the Association may refuse an application based upon size alone if to do so would not violate Federal Law or FCC Regulations.
- VIII. Requests for antenna installations not conforming to these guidelines may be refused in the sole discretion of the Association.
8. No Unit Owner shall make or permit any disturbing noises to emanate from the building, or do or permit anything to be done wherein, which will interfere with the rights, comfort or convenience of the other Unit Owners. No Unit Owner shall play or permit the playing of audio equipment, including musical instruments, television, radio, amplification speakers, or recording playback equipment, in such Owner's Unit between the hours of eleven o'clock P. M. and the following seven o'clock A.M. prevailing time if the same shall disturb or annoy any other occupant of any Building. No Unit Owner shall practice or permit the practice of vocal or instrumental music for more than two hours in any day.
9. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage will be allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his unit or make any use of the Common Elements that will increase the cost of insurance on the Condominium Property.
- I. (Sept. 2016) Outdoor fires of any kind in the community are strictly prohibited. This includes but is not limited to the burning of trash, rubbish, leaves or other materials as well as no outdoor fireplaces, chimeneas, or other outdoor burning activities. This rule is for the protection and safety of all our residents and their property.

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10. No improper, immoral, offensive or unlawful use shall be made of the Condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
11. (April 1999) Nothing is to be hung, tied around or fastened to the outdoor streetlights. (rev'd 1/22/18).
12. (April 1999) Absolutely no additions of any type, permanent or temporary in nature, may be made to any surface that must be maintained by the Lombard Pines Condominium Association without prior approval of the Executive Board. Those forbidden surfaces are any brick, vinyl, stone, or mortar areas on the exterior of the unit; all window casings but not limited to those only, or any area covered with roofing shingles or rainwater gutters. Damage to any outside treatment or rainspout caused by a Unit Owner will be corrected at the Owner's expense. Any damage to a property passes from one property owner to the next and any correction of damage and resultant costs involved will rest with the new Unit Owner(s).
13. (February 2001) The installation or use of kerosene heaters or other unvented petroleum product fueled appliances is prohibited in the living space of any unit.
14. (February 2001) The Association, at the expense of the Unit Owner(s), will make any repairs to damage of a limited common element caused by the use of chemical agents (i.e. rock salt, table salt, battery acid, etc.).
15. (August 2012) Due to limited parking and a singular access route in and out of Lombard Pines, yard sales, garage sales or outdoor sales of any kind are prohibited.
16. (April 2013) Storm doors are available and optional for the front of each unit with the following restrictions:
 - I. The homeowner must purchase the storm door. Prices will vary depending on the front of each individual unit.
 - II. The maintenance company that Lombard Pines uses for all outside work must install the storm door.
 - III. The homeowner must choose from the styles selected by the Board to ensure an aesthetic continuity.

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- IV. Because storm doors are optional, the homeowner as well as subsequent owners is responsible for all repair, maintenance or replacement of the storm door due to weather, accidental or purposeful damage or wear over time.

PETS

1. (AMENDED January 2009) No single Unit Owner or tenant shall own more than three (3) pets at any one time. Total combined weight of these pets cannot exceed 100 pounds.
2. Exotic and/or endangered mammals, birds, reptiles are not permitted on any portion or to be housed in any unit of the Lombard Pines Community.
3. All pets living upon the premise shall be housed within a unit, not outside or on a patio. The unit owners, occupants and/or guests may not use pet ties.
4. While outside of the unit, pets must be on a leash at all times under the control of their owner/handler.
5. Pets shall not be allowed to disturb or annoy other residents and/or occupants.
6. Pets are not allowed to urinate or defecate on the lawns directly in front of the homes. Pets are permitted to urinate or defecate in the rear yard directly behind the pet owner's home. However, ALL FECAL MATTER MUST BE CLEANED UP IMMEDIATELY. Fecal matter may not be stored on the common area prior to trash pick-up except on the designated trash day.
7. If any lawn is damaged due to excessive use by a pet, the unit owner is liable for payment to the Association for all necessary repairs.
8. Fines related specifically to pet violations are as follows:
 - I. 1st offense: Warning letter
 - II. 2nd offense: \$75 (due within 30 days)
 - III. 3rd offense: \$100 (due within 30 days)
 - IV. 4th offense: \$200 (due within 30 days)

PARKING

1. No vehicle belonging to a unit owner or to a member of the family, guest, tenant, agent, visitor, licensee or employee of a unit owner shall be parked in such a manner as to impede or prevent ready access to or exit from any Building or parking area by persons or other vehicles. All drivers within the Condominium property shall obey the parking regulations

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posted at the parking areas and any other traffic regulations promulgated for the safety, comfort and convenience of the Unit Owners and occupier of the property.

2. (Feb 1998) The Executive Board shall enact by majority vote a system of assigning parking spaces for the use of all Units in the Condominium, which do not have their own garages. Two spaces shall be assigned for each such Unit. The Executive Board shall provide for a method of marking assigned and unassigned spaces so the Unit Owners will easily find their assigned spaces and visitors will be advised to avoid the use of those spaces. The assigned spaces shall remain a part of the Common Elements and shall be subject to future reassignment by the Executive Board if in its sole discretion it shall find a need to do so.
3. Garage areas within units shall, at all times, remain usable as space to park motor vehicles, and shall be utilized for no purpose to the exclusion of motor vehicle storage, unless the unit owner involved certifies in writing to the Association that less than two motor vehicles are owned or operated by members of the unit household, in which event (and only during such time as this remains the case) written consent of the Association may be granted in the sole discretion of the Association to make use of the garage space for use other than the storage of a motor vehicle.
4. Any car remaining in a parking area for thirty days (30) after the expiration of its inspection sticker or registration (Or not displaying an inspection sticker or registration) may be towed at the owner's expense at the sole discretion of the Association.
5. No boats, boat trailers, campers, recreational vehicles, trailers of any type, or commercial vehicles in excess of 10,000 pounds gross weight (other than moving vans, vehicles of contractors working upon the premises, or delivery vehicles) shall be permitted on the premises.
6. (AMENDED February 2001) No recreational vehicles, wagons, skateboards, roller blades, bicycles, scooters or similar vehicles shall be left unattended on any part of the common elements except in storage areas designated as such by the Association.
7. (April 1999) No leakage of gas, oil, or antifreeze shall be permitted. If such leakage does occur, the responsible Unit Owner must immediately clean the area affected and shall be liable to the Association for any expenses incurred by it in cleaning or repairing as a result of such leakage.
8. (April 1999) All minor vehicle repairs will be completed within twenty-four hours. No major repairs are allowed in the Common Elements of the Condominium Property.
9. (February 2001) If any vehicles owned or operated by a Unit Owner, any member of his/her family, tenants, or guests shall be illegally parked or abandoned on the property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have

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under the provisions of state or local laws and ordinances, are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability, which may be imposed on the Association as a result of such illegal parking or abandonment, and any consequences thereof.

10. (February 2001) All unnumbered parking spaces will be considered overflow parking to be used on a first come first serve basis. The Association will not become involved in any parking disputes over unassigned spaces.
11. (February 2001) All assigned spaces are considered limited common elements allocated to the unit for which the spaces are numbered.
12. (February 2001) Parking on common areas, lawns, and main drive lanes is not permitted. Parallel parking is forbidden. Violators will be towed at owner's expense. (rev'd 10/12/2017)
13. (February 2001) Use of bicycles, scooters, skateboards, roller blades or similar vehicles on any part of the common elements shall not be allowed unless supervised by an adult. Adult must be in view of participants at all times.

ELECTRIC POST LAMPS (ADOPTED AUGUST 2002)

1. Units #107, 116, 132, 155 to have hook up of overflow parking lights wired to these units. Only these units would be reimbursed annually for additional electrical charges.
2. The post lamps are directly hooked-up to each homeowner's unit with the unit owner responsible for power supply to the lamp post and additionally be responsible for monthly expenses for the electric service.
3. Maintenance of the electric lamps is the responsibility of the Association.

(ADOPTED AUGUST 2002)

OTHER

1. (April 1999) Whenever the homeowner moves out of the Unit and takes residence in another place, the homeowner is responsible for informing the Association of the change in address and phone number.
2. Plumbing fixtures or other water apparatus in a building shall be used only for the purpose for which it was designed, and not for any other purpose. No sweepings rubbish, clothing, rags or any articles may be thrown in any drain. Any damage resulting from misuse of any water closets or other apparatus in a unit shall be repaired and paid for by the Owner of such unit.

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3. No occupant of any building shall send any employee of the Association from the property on any private business.
4. The agents of the Association and any contractor or workmen authorized by the Association shall be permitted by an Owner, upon reasonable request, to enter any room or Building at any hour of the day that is reasonable under the circumstances for the purpose of inspecting such unit for the presence of any vermin, insects or other pests, or any other reasonable inspection, maintenance or repair purpose.
5. No Unit Owner or member of a Unit Owner's family, guest, agent, servant, employee, visitor, or licensee shall at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.
6. A patio or balcony, may be covered by a seasonal awning, however, the awning shall be of a matching color to the shutters or the trim work located on the building to which the awning is to be attached, and shall be kept in good condition. The design, materials, and construction of the awning shall be approved in writing by the Association, which approval may be granted or refused in the sole discretion of the Association. Such approval shall not constitute adoption of the awning as a Limited Common Element; the awning at all times shall remain the personal property of the Unit Owner.
7. A Unit Owner may, in lieu of the use of a rear patio Limited Common element, construct at the Unit Owner's own expense an elevated wooden deck as a permanent addition to the Unit, provided that such deck shall be of a length and width determined in conjunction with the Association, with a maximum area of 150 square feet, be of single level design, and be set at a height equal to that of the floor of the Unit. The design, materials, and completed construction of the deck structure, deck, skirting, and railings shall be approved in writing by the Association, which approval may be granted or refused in the sole discretion of the Association. Such approval shall constitute adoption of the deck as a Limited Common Element.
8. No Unit Owner or any of his guests, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any flammable, explosive or toxic fluid, material, chemical or substance, except in small quantities kept in proper containers, as are generally recognized as safe and appropriate for residential household use.
9. If any key or key ring containing a collection of keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to any employee of the Association (including any additional keys for an automobile, truck or other item of personal property), the transfer of the same shall be at the sole risk of such Unit Owner, and the Association shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly.

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10. Any Unit Owner desiring to plant flowers, trees or shrubs on any portion of the Common Elements or Limited common elements must obtain written permission from the Association before doing so, and such plantings shall remain at the pleasure of the Association. The Association shall bear no maintenance responsibility for such plantings and shall have no liability for loss or damage to the same.
11. (March 2016) Garbage shall be placed in plastic bags and deposited at a designated location near the Building Unit for pick up on designated days only. No garbage/recyclable containers may be stored in the front of any unit. Containers must be stored in unit garages or in the rear of the units.
12. Developer construction signs containing information affiliated with the Developer, and advertising signs of either "For Sale" or "For Rent" posted by any Realtor on the common areas of the premises are permitted. At the completion of construction and original sale of all units, Developer signs shall be removed.
13. (April 1999) Only one standard-sized "For Sale, For Rent, For Lease" Sign, display or advertisement will be permitted in the mulched area of the limited Common Element in front of a particular Unit. No additional signs will be permitted in other areas of the Common Element, except on a particular day that an Open House may be scheduled.
14. Complaints regarding any matter pertaining to Buildings, walkways, greens, sidewalks, entrances, passages, courts, driveways, or parking areas shall be made in writing to the Association. Complaints regarding the alleged violation of these Rules and Regulations by any person shall likewise be made in writing to the Association.
15. (April 1999) If the Lombard Pines Condominium Association Rules and Regulations are not followed, the following resultant action will be taken:
 - 1st Offense Warning Letter
 - 2nd Offense \$75 Fine
 - 3rd Offense \$150 Fine
 - 4th Offense \$200 Fine
 - 5th and future offenses will be fined \$200. Legal action may be taken at Home Owner's expense including all attorney fees.

(NOTE) If a homeowner is fined, they have the opportunity to appeal the decision by the Executive Board at the next Association meeting. If homeowner is fined less than 30 days prior to the next meeting, that homeowner may appeal their case at the next meeting.

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16. (October 2013) In the event that the owner of a Unit believes his or her Unit has sustained damaged for which the Association may be liable, whether in whole or in part, the Unit Owner shall promptly notify the Association of such damage and provide an explanation as to why the Association might be liable. Such notice shall be provided no later than ten days after the incident that gave rise to the damage shall have occurred. The owner shall permit an authorized representative of the Association to enter and to inspect the Unit, prior to any repair of the damage, other than such repairs that might have been necessary to mitigate the damage. The Association shall thereafter replay to the owner of the Unit if and how the Association may participate in repairing the damage or reimbursing the costs for such repair. In no case shall the Association by liable to repair damage to a Unit or to reimburse a Unit Owner for expenses incurred to repair damage to a Unit if the Association was not promptly notified of the damage and provided an opportunity to inspect the Unit.

SNOW REMOVAL

When snow begins accumulating at depths **greater than 4"**, LPCA will implement the following **SNOW EMERGENCY** plan. This plan's intent is to free parking areas in order to clear assigned parking as efficiently as possible. Factors affecting this snow removal will be time of snowfall, depth of snow, temperature, and wind conditions.

The contractor's **FIRST priority** of snow removal is to **clear Chandler and Kathryn Drives** allowing safe passage up and down the hill. When the snow begins to subside, the contractor will return to clear all parking areas, driveways, and sidewalks.

- Accumulations **under 4"** on walks and driveways is the responsibility of the homeowner to clear.
- De-icer is located at each mailbox and is available for homeowner use to spread on the drives, walks, and any area deemed a possible ice hazard.
- For your personal safety, when driving near the snowplow exercise extreme caution. If necessary, toot your car horn to alert the snowplow driver of your presence and intentions.
- During the plowing phase, any additional fee associated with the contractor returning to plow an area where a vehicle was not moved, is the owner's responsibility. Failure to pay this charge will result in a normal collection process as described in LPCA Rules and Regulations and By-Laws.

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SNOW EMERGENCY PROCEDURE – 4 INCHES OR MORE ACCUMULATION

Overflow Parking:

- At accumulations of **4 or more inches**, cars should be moved from overflow parking to garages, driveways or open parking spaces adjoining non-garage homes (first come, first served basis). This will allow the snow removal contractor to clear the snow from the overflow parking areas.
- If no spaces other than overflow are available, consider contacting a neighbor with a garage and ask if you can park in their driveway for the duration of the snowfall.
- If it is absolutely necessary to use the overflow, park on the left side of the overflow parking area.

Assigned Spaces:

- After the overflow is cleared, homeowners in non-garage homes should move their cars to the overflow parking to allow for clearing of assigned parking spaces. If all spaces are taken, we suggest you contact your garage unit neighbor and arrange to use your neighbor's driveway.
- You **will not** be contacted regarding moving your vehicles. It is your responsibility to cooperate with the efforts being made by the hired contractor.
- Once assigned spaces are cleared, these cars should be moved back to allow clearing of driveways.

COMMON AREA MAINTENANCE FEE FOR LOMBARD PINES CONDOMINIUM

All common area maintenance fees are due and payable the **first (1st) day of each month**. Payments are not invoiced. Each Unit Owner maintains the responsibility to pay as required. All **checks must be mailed** to receive proper credit.

Any payments not received by the Association or its agent by the tenth (10th) day after it is due are subject to a **late fee of \$50.00** and collection by legal process. **A Fifty-five (\$55.00) Dollar Filing fee** will be assessed. Legal action taken will be at Home Owner's expense including all attorney fees.

Any Bank Fees plus Handling Fees for returned checks will be assessed. Payment will be included and due with immediate payment with a replacement check upon written notification from the Association.

Monthly HOA Fee: \$175 (Effective January 1, 2019)

Make Checks Payable to: **Lombard Pines Condominium Association**

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Prorated first month plus a \$300 refundable security deposit, paid at time of Unit purchase.

When current Unit Owner(s) sell their property, an Initiation Fee of \$1,500 (Non-Refundable) will be assessed and collected from the New Unit Owner(s) at Settlement, which is their contribution to the Association Working Capital fund.

Address for all payments: **Lombard Pines Condominium Association**
Post Office Box 26
Red Lion Pa 17356-0026

The Association reserves the right to establish and amend the amount of Common Area Maintenance Fees pursuant to its authority as established by the Condominium Declaration and By-Laws of the Association, from time to time, as may be deemed necessary for the safety, care, and cleanliness of the Buildings and Property and for securing the comfort and convenience of all occupants thereof.

DATED: 9/8/01. REV'D: 9/22/02. REV'D: 5/1/03. REV'D: 4/1/04. REV'D: 2/23/05. REV'D: 6/22/05. REV'D: 3/1/08. REV'D: 7/8/14. REV'D: 2/19/15. REV'D: 3/18/16. REV'D: 12/31/17. REV'D: 12/1/18

LEASES

No more than two (2) units in the Condominium may be leased at any one time (per amendment 2/04). A waiting list of those all Unit Owners interested in leasing their Units shall be created and maintained by the Executive Board (the "Wait List"). All Unit Owners desiring to lease their Units may request to on the Wait List by providing written notification to the Executive Board. The notification shall state the name of the Unit Owner, identify the Unit number, and indicate a desire to lease the Unit. The notifications shall form the basis for the Wait List.

Once a Unit Owner expresses a desire to lease a Unit, which Unit Owner shall remain on the Wait List for the balance of the calendar year during which notification is given. To maintain his position on the Wait List, Unit Owner must give a further notice before the end of the calendar year to remain on the Wait List for the following year, in which case the Unit Owner's position on the Wait List will be preserved for the subsequent year. If Unit Owner fails to give such a notice before the end of the calendar year, the Unit Owner may submit another request to be on the Wait List in the subsequent calendar year, but that Unit Owner will then be added to the end of the Wait List.

When the opportunity to lease a Unit arises, because one of the two Units that were previously leased is no longer being leased, then the Executive Board shall provide notice of the opportunity to the Unit Owner who is first on the Wait List. That Unit Owner shall have a period of ninety (90) days following receipt of notice to proceed, obtain and submit to the Executive Board a fully executed written lease, which lease must also comply with all provisions of the Rule and Regulations and other governing documents of the Association (such a lease being an "Accepted Lease"). If the Unit Owner who is first on the Wait List does not obtain an Accepted Lease within ninety (90) days following notice, then shortly after that 90th day, the Unit Owner who is second on the List shall be notified of the opportunity to lease as well. For the next ninety (90) days follow such notice, the Unit Owner listed first or second on the Wait List shall have the

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opportunity to submit an Accepted Lease to the Executive Board. The first Accepted Lease submitted shall be authorized to proceed. The second shall not.

If neither the first nor the second Unit Owner on the Wait List succeeds in obtaining an Accepted Lease within one hundred eighty (180) days, then the third Unit Owner on the List shall also be notified. Additional notices of the opportunity to lease shall be offered to subsequent Unit Owners on the Wait List every not days until one provides an Accepted Lease.

Any Unit Owner that receives notification and has at least (90) days to obtain an Accepted Lease shall be removed from the list after an Accepted Lease is received by the Executive Board from any notified Unit Owner. Such Unit Owners may again request to be placed on the Wait List, and they shall be added to the bottom of the Wait List in the order that such notifications are received by the Executive Board. Any Unit Owners notified of the opportunity to lease but have less than ninety (90) days to seek an Accepted Lease shall maintain their position on the Wait List if they do not succeed in obtaining an Accepted Lease prior to another Unit Owner doing so.

All Unit Owners leasing their Units shall be required to comply with the following:

1. No Unit may be leased without a written lease;
2. The Unit Owner must notify the Executive Board no less than thirty (30) days prior to the commencement of the Lease;
3. No Unit may be leased for a term of less than twelve (12) months;
4. The rights of any lessee of an Unit shall be subject to the covenants, conditions and restrictions contained within the Declaration, By-Laws and Rules and Regulations of the Condominium;
5. The liability of the Unit Owner for any and all obligations arising with regard to the Unit in the Condominium shall continue during the tenancy of any lease;
6. A Unit Owner shall deliver a copy of the Declaration, By-Laws, and Rules and Regulations to the Unit Owner's tenant at any time a lease is executed;
7. Copies of any Amendments to the Declaration, By-Laws, or Rules and Regulations received by the Unit Owner during the term of the lease shall be forwarded to the tenant upon receipt if the amendments affect the tenant's occupancy of the Unit;
8. A copy of the written lease shall be furnished to the Executive Board within ten (10) days after execution thereof, and the lease may not commence any sooner than ten (10) days after submission to the Executive Board;
9. The Association retains the right to terminate any lease where the tenant violates the Rules and Regulations of the Condominium Association or where the condominium fees for the leased unit become delinquent or where the Unit Owner has violated the

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Rules and Regulations. The Association shall give no less than thirty (30) days of its intention to terminate the lease, with copies to the tenant as well as the Unit Owner. If the tenant and Unit Owner cure the deficiency within thirty (30) days, then the lease can continue. The tenant or Unit Owner shall be entitled to no more than two (2) such notices in any twelve (12) month period. The receipt of a third notice shall result in termination of the lease.

10. A \$100 per month lease surcharge will be assessed against the Unit, in addition to the monthly condominium association fee effective January 2017 (amended Sept. 2016).

11. (September 2016) Renter's Insurance:

- I. The tenants are required to carry their own renters insurance, also known as an HO-4 Policy. This policy should be purchased from a reputable insurer and include coverage for the tenants own personal belongings (Contents), as well as personal liability coverage of **no less than \$300,000.**
- II. If possible, LPCA (And the unit owner) should be named as an additional insured (AI) under the tenant's policy in the event the tenant is negligent in some fashion and causes injury or property damage. By being named an AI under the tenants' policy, the tenants' insurance company would be obligated to defend LPCA for liability claims arising out of the tenant's actions.

Adopted - May 3, 2000
Amended (1b, 10) - January 2003
Amended and Restated - July, 2014
Amended - February 2015
Amended - March 20, 2015
Amended - November 11, 2015
Amended - March 18, 2016
Amended - September 2016
Amended – January 2024

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VERSION 22

January 2024

LOMBARD PINES CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
RENTAL/LEASE ADDENDUM/LEASE ADDENDUM

THE FOLLOWING OR SIMILAR ADDENDUM MUST BE ADDED TO ALL RENTAL/ LEASE AGREEMENTS FOR HOMES WITHIN LOMBARD PINES

Addendum# _____ to the Rental/Lease Agreement dated _____
between _____ owner(s) of
Home # _____ (Address) _____
and _____ Name(s) of Tenant(s).

We the above-mentioned Tenant(s) acknowledge receipt of a copy of the Lombard Pines Condominium Association Rules and Regulations.

I (we) the Tenant(s) have read and agree to comply with and abide by the Rules and Regulations of the Lombard Pines Condominium Association as long as I (we) are residing in Home# _____ (Address)

_____/_____

TENANT(S) SIGNATURE(S)

DATE

TENANT #1 CELL PHONE _____ HOME PHONE _____

TENANT #1 EMAIL _____

TENANT #2 CELL PHONE _____

TENANT #2 EMAIL _____

ADDITIONAL TENTANT(S) NAME/PHONE/EMAIL: _____

_____/_____

HOMEOWNER SIGNATURE

DATE

HOMEOWNER NEW ADDRESS _____

A copy of the Rental/Lease Agreement with this Addendum must be provided to the Lombard Pines Condominium Association prior to occupancy in accordance with the Rules and Regulations. If this addendum is not received in a timely manner, the lease will be null and void and the lease will be terminated.