

**Terrace Park East Homeowners Association**  
192-unit residential condominium  
2106 Kanawha Blvd E. | Charleston WV 25311

**Association Rules**

The following Association Rules and Fines are in force to establish rules, procedures, and policies to ensure the good governance of the Terrace Park East HOA,

Condominium living is not for everyone, but since you live at Terrace Park East you live here by choice, so if you are an owner, landlord, tenant, guest, healthcare provider, or third-party contractor, all rules/policies and fines apply to everyone equally.

**NOTICE TO LANDLORDS:**

**Before you rent a unit, you must send your tenant to the TPE Management Office (Suite A-108) to fill out a Tenant Info Form and to pick up a copy of the TPE Association Rules before they move in because you are responsible for your tenant's behavior. You will be fined when your tenant violates any of the TPE Association Rules terms.**

The TPE Executive Board (the "Board") approves all Association Rules/Policies, then establishes and sets fines. The Property Manager, on behalf of the Board, will enforce all rules and collect all fines.

**Fines are payable only by check or money order to TPE HOA. (NO Cash Accepted)**

TPE Association Rules and penalties are subject to changes and modifications as the TPE Executive Board dictates.

If there is a conflict or inconsistency between any provision of the Rules and a provision in the Bylaws or Declaration, the provision in the Bylaws or Declaration will supersede the conflicting or inconsistent provision of these Rules. If such conflict or inconsistency arises, only the conflicting or inconsistent portion of the provision will be modified, and the rest of the provision will remain in effect.

Revised 11-09-2023

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**1. Requirements of the Property Manager; Bookkeeper**

The Property Manager will manage, operate, and maintain Terrace Park East per the Declaration, Bylaws, and Rules and at the direction of the Board.

Except in emergencies, the Property Manager may not make expenditures (over \$500.00) not authorized by the budget. The Property Manager must report the nature of the emergency and an estimate of the cost to address the emergency in writing to the Board within 24 hours of the emergency.

**1.1 Bookkeeper**

The Association may employ a bookkeeper who will undertake and be responsible for performing accounting services for the Board and owners.

Among the services that the Bookkeeper performs are maintaining accounts receivable and delinquent accounts, paying invoices, recording expenses, processing payroll, and periodically submitting financial reports to the Board and Property Manager. The Bookkeeper will prepare monthly financial reports to the Board and Property Manager, including:

- a) Monthly balance sheet & income & expense statement.
- b) Budget projections and actual revenue and expense comparison spreadsheet.
- c) Account activity statement reflecting all receipt/disbursement activity for the preceding month.
- d) Account status report reflecting the status of all accounts in an "actual" versus "projected" (budget) format, listing those expenses excess of budget amounts; and
- e) Delinquency report listing all unit owners who are delinquent in paying HOA assessments and describing the status of any actions to collect such assessments.

**1.2 Funds; Association Property**

Two (2) or more Board Members will be responsible for handling funds to maintain adequate financial control procedures. Accounts of the Association will not be commingled with any other corporate or personal accounts. The Association's Property, including cash, will not be commingled with any property of any third parties.

**1.3 Financial Interests of the Property Manager, Bookkeeper, Terrace Park East Executive Board Members, and Finance and Budget Committee**

No remuneration will be accepted from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, salaries, non-monetary rewards, or otherwise. The Property Manager, Bookkeeper Terrace Park East Executive Board Members, and Finance and Budget Committee will be subject to the Conflicts of Interest Policy of the Association as outlined in the Bylaws.

**2. Assessment of Payments Policy**

The Board has determined that it is in the Association's best interests to permit periodic payment of the Annual Assessments as outlined in the budget. The following Policy will detail the requirements related to recurring payments by unit owners, consistent with Section 5.02 of the Declaration.

## **2.1 Entire Assessment Due**

The entire annual assessment is due on the first day it is assessed. Nothing in this Policy will change or alter the date the assessment is due.

## **2.2 Periodic Payment**

Provided that a unit owner is not more than sixty days delinquent on any monetary obligation to the Association, including duties described in this periodic payment policy, the unit owner may pay annual assessments periodically as follows:

- a. On or before the first day of each fiscal year and the first day of each of the succeeding eleven months in each fiscal year, each unit owner will pay one-twelfth of the Annual Assessments subject to periodic payment hereunder.
- b. Periodic payments will be deemed late if not received by the fifteenth (15<sup>th</sup>) day of each month.
- c. General and special assessments, including the annual assessment, arise as an incident to the ownership of an interest in real estate. The Association is not issuing a loan or extending credit to a unit owner by permitting an Annual Assessment to be satisfied through periodic payments.

## **2.3 Late Payment Penalties**

Processing late payments and tracking the accounts of delinquent unit owners cost the Association time and money. On the 16<sup>th</sup> day of each month, a late payment charge of \$25.00 will be applied to each unit owner's account that is up to date. Payments received under this periodic payment policy will be applied first to the payment of any accrued but unpaid late payment penalties, next to the oldest unpaid payment, and finally to the current payment. Nothing in this periodic payment policy will limit the rights of the Association to collect from unit owners under the Act or any Condominium Documents.

## **3. Collections Policy     See Schedule 3**

The Association's Assessment Lien will be prior and superior to any interest arising out of a lease regardless of when the Assessment Lien occurred, whether the Assessment Lien appeared of Record, and whether the lease (or a memorandum thereof) was recorded.

## **4. Maintenance of units, Common Areas/Limited Common Areas**

**4.1** Each unit owner will be responsible for all damage to any other units or the common areas resulting from his failure or negligence to make any of the maintenance and repairs required by the Condominium Documents (in this Policy, the "unit Maintenance").

**4.2** Each unit owner will perform unit maintenance so as not to disturb or interfere with the other unit owners.

**4.3** Each unit owner will promptly report to the Property Manager any defect or need for repairs to any of the common areas or any portion of the Property for which the Property Manager is responsible.

**4.4** The unit owner of any unit to which a limited common element is appurtenant will perform the routine maintenance for such limited common element (balcony or patio). No unit owner, tenant, or guest is permitted to use the balcony or patio as a storage area and must take caution to keep the balcony/patio clean, neat, and orderly. They will also make all repairs caused or permitted by misuse or neglect. The Association will make all structural repairs or replacements.

**4.5** Any unit owner permitted by the Board to use a specific portion of the common areas for storage is responsible for the maintenance and care of such a portion in a safe and sanitary manner.

**4.6** All repairs and replacements will be like the original construction and installation and will be of first-class quality but may be done with contemporary building materials and equipment.

**4.7 Storage | Utility | Mop Sink Rooms**

- In the corridors of Building A, there is (1) storage/utility room per floor 2 thru 7 (6) total. There is (1) mop sink room per floor (1) thru (7) (7) total.
- In the corridors of Building B, there is (1) utility room, (4) storage rooms, and (1) mop sink room per floor.

Except for one storage room on the first floor of Building B (TPE housekeeping storage), none are for the exclusive use of any owner or tenant. You do so at your own risk when you store your belongings in these rooms. All your stuff must be boxed, taped, and labeled with your name, unit number & cell number. **NO flammables, paint cans, explosives, gas canisters, or illegal substances are stored in these rooms.** Once a year, maintenance will clear out the rooms of anything not boxed/sealed and labeled.

**5. General Association Rules**

**5.1 Dangerous Conditions**

No unit owner or tenant will permit anything to be done or kept in his unit or the common areas, resulting in the cancellation of insurance on the Property or any part thereof or violating any law, regulation, Policy, or administrative ruling.

**5.2 Immoral Use**

No immoral, improper, offensive, or unlawful use will be made of the units or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental agencies having authority thereof will be observed.

**5.3 Compliance with Law**

All laws, orders, rules, or regulations of any governmental agency having jurisdiction relating to any portion of the condominium will be complied with at the sole expense of the unit owner or the Board, whichever is obligated to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance will be a common expense.

**5.4 Obstruction of the Common Areas**

No unit owner will obstruct any of the common areas, nor will any owner place or permit anything to be placed on or in any of the common areas without the approval of the Property Manager. Nothing will be altered or constructed in or removed from the common areas except upon the prior written consent of the Property Manager. NO packing boxes are permitted to be disposed of in the corridor halls. Each building has a trash room for boxes and debris; you are responsible for taking them to the trash room.

**5.5 Use of the Common Areas**

The common areas will be used only for the services and facilities for which the same are suited and which are incident to the use of the units. Unit owners will remove all personal belongings, debris, and trash from the common areas after use. The lobbies, halls, and emergency stairs will be used for no purpose other than for routine and emergency transit. Hallways, stairwells, and fire escape must always be kept clear of debris, boxes, bicycles, shopping carts, etc. Unit owners will coordinate through the Board to schedule the use of the common areas for private events.

**5.6 Signs Prohibited**

No signs of any character will be erected, posted, or displayed upon, in, from, or about any unit or common areas without the prior written approval of the Board.

**5.7 Exterior lighting**

Tasteful and limited lighting on the patios, balconies, and railings is permitted. If limited lighting does not work for you, the Board will decide.

**5.8 NO Smoking (Strictly Enforced) A Life Safety Policy**

Smoking/vaping, the use of smokeless tobacco, marijuana, or other illegal drugs, and the use of any substances or devices that deliver nicotine or other drugs through vapor inhalers are prohibited in any individual units and all indoor common areas and limited common areas of the condominium, including all hallways, lobbies, balconies, elevators, common rooms, storage areas, and the pool/courtyard.

**5.9 Nuisance Restriction: Unit owner and tenant agree.**

- a) Unit owners and tenants will not permit anything to be done or kept in or about their unit or upon the common areas that will create a nuisance or interfere with the right of a peaceful lifestyle shared by owners and tenants alike.
- b) Unit owners and tenants will not cause or allow loud noises, including shouting among residents or from a barking dog, loud music, or a TV.
- c) Unit owners and tenants will not permit or commit any illegal act in or about the unit or the common areas.
- d) Unit owners and tenants will not fight or allow fighting in the unit or common area. Anyone fighting will be reported to law enforcement and face immediate eviction.

### **5.10 Trash Disposal**

The unit owner or tenant will keep their trash securely bagged and free of leaks and dispose of trash via the trash chutes on their floor. The accumulation of garbage in any unit or the hallways will be considered a nuisance under these Association Rules, and the Association may issue reasonable fines for failure to abide by the rules governing trash.

Large trash bags or boxes/cartons or any item too large to fit in the chute must be delivered to the dumpsters: Building A: Dumpsters to the left of the elevators, access through the door to the dumpster room. Building B: Lower-level past laundry room down the hall to the last door on the right.

### **5.11 Complaints**

All complaints must be made in writing, dated, and signed. Please give as many details as possible. Unsigned or verbal complaints will not be investigated. All complaints will be held in strict confidence. The Board or their assigns will receive a copy of all complaints.

### **5.12 Acts of Misconduct**

If a misconduct problem demands immediate action, the Property Manager can handle it according to rules/regulations, including calling local law enforcement. The Property Manager will prepare a written incident report for the Board.

When you see something, say something. Owners and tenants are encouraged to report all complaints about Property, persons, and pets to the Property Manager. Terrace Park East is an extensive property (3 acres under roof). When an owner becomes aware of common areas needing maintenance or housekeeping, including lighting, corridors, stairs, elevators, grounds, etc., everyone must report the maintenance or housekeeping issue to the Property Manager. "When you see something – say something."

### **5.13 Postings and Bulletin Boards**

There are two bulletin boards in each lobby. One for the Executive Board to use for posting Association notices and events. One for owners to post messages of their personal Property for sale or owner activities. Notices should be dated and limit posts to 30 days or less.

The bulletin boards may not be used to post third-party notices, realtor listings, or political, religious, or commercial endorsement items. A unit owner selling their unit may place a 3" x 5" index card with pertinent info on the Owner Bulletin Board.

### **5.14 Official Association Records**

Under no circumstances will any official record of the Association be removed from the Association Office or Document Storage room. By the Declaration and/or Bylaws, any unit owner may request, in writing, to inspect and copy the Association's official records. The Association will charge a reasonable fee for each page copied.

### **5.15 Suggestions are welcome from owners and tenants in writing.**

Deliver your suggestions in writing to the Property Managers Office A-108.

### **5.16 Antennas –Forbidden**

"Antenna" means a satellite dish, antenna, radio/broadcast receiver, or any other technology or equipment used for similar purposes. No unit owner or owner may attach to an Antenna or locate one in the common areas or not the balcony or patio. The Board may take all actions necessary to enforce this Policy, including but not limited to ordering the removal of any antenna in violation of this Policy or fining any unit owners determined to be responsible for violations of this Policy.

### **5.17 Security**

Every effort will be made using the key card security access system and video surveillance to maintain high-security standards for all owners, tenants, and guests. For your safety and the safety of others, please report any unauthorized use or misuse of Terrace Park East property to the Property Manager (24-7). Periodically and at least once a year, all keycards/fobs will be reprogrammed for security purposes. The Property Manager will notify all residents of the dates of reprogramming. Keycards/fobs will no longer be issued in the name of the owner or tenant but by unit number; then, it becomes easier to activate and deactivate the keycards/fobs.

### **5.18 Insurance Policies and Requirements**

Each unit owner is responsible for purchasing a minimum of Three Hundred Thousand Dollars (\$300,000) minimum liability insurance to cover accidents within his/her unit. Personal Property and content insurance should be for a minimum of Thirty Thousand Dollars (\$30,000). Each owner must provide the Board with a copy of the declaration page from the unit owner's insurance policy.

### **5.19 Visitors and Guests**

Commercial visitors are those whose relationship to the owner/tenant is primarily of a commercial or service nature. Commercial Visitors include delivery persons, contractors, salespeople, housekeepers, personal caregivers, realtors, etc.

Guests and visitors are those whose relationship with the owner/tenant is primarily social. Guests include family members, friends, dinner guests, etc.

The Association and its employees will not be responsible for any damage or loss resulting from the admission of guests/visitors to the owner's unit. The unit owners and tenants must inform the guests/visitors of the TPE Rules and Policies. The unit owner is responsible for guests/visitor's behavior and decorum during all visits.

The unit owner agrees to reimburse the Association for any damage to the common areas caused by the tenants/guests/visitors.

### **5.20 Keys to the units**

Each owner must deposit keys to all entry locks in their unit with the Property Manager. Should a unit owner decide to change locks, duplicate keys must be deposited immediately with the Property Manager. tenants must not change locks without written approval from the owner.



Without keys to the front door of a unit and an emergency arises, and the owner or tenant is unavailable, TPE Management has the right to break down the door to address the emergency. Replacing or repairing the door and framing is the owner's sole cost. If you expect the Property Manager or Maintenance to let owners/tenants in after they have locked themselves out, then the Property Manager must have keys to all Units.

#### **5.21 Fire Safety - Fire Alarm Procedure**

When a smoke alarm sounds 98 times out of 100, it is false because of burned food/popcorn. Since you will not know if the alarm is accurate, you must take all alarms seriously and exit your unit and the building using the stairs. Close all exterior windows and doors, including the patio door, and turn off your HVAC unit(s).

#### **5.22 Smoke Detectors**

The hallway smoke detectors are connected directly to the Fire Department. If you have cooking smoke in your unit, do NOT open the door to the hallway. Instead, open your windows and patio doors to ventilate your unit to the outdoors.

#### **5.23 False Alarm**

If the Charleston Fire Department imposes a fee on TPE for false alarms, these fees will be passed to the unit's owner responsible for the false alarm.

#### **5.24 Exits**

All building exits, including doors leading to stairways, stairway landings, and catwalks, must be kept unobstructed and free from trash bags, furniture, grocery carts, bikes, etc., as required. Any fines levied against the building for such violations will be passed to the unit owner responsible. The entry doors to your unit should be kept closed.

#### **5.25 Flammable Liquids**

Flammable, combustible, or explosive liquids, chemicals, or substances such as paint, alcohol, or gasoline must not be stored in your unit or a storage room or any fire exit stairway well; doing so is a Fire Code violation. (except water-based latex paint)

Any fine levied against the building for such violations will be passed to the unit owner whose resident is responsible. If any such materials are found, the Maintenance Staff will remove and discard them. Any cost for this action will be billed to the unit owner.

#### **5.26 Grills**

The placement and use of Propane, Wood, and Charcoal Grills are prohibited on balconies and patios. An electric grill is permitted on the balconies and patios.

#### **5.27 Fire extinguishers**

Fire extinguishers are located strategically on each floor. Removing these extinguishers, breaking seals, or discharging them, other than in a fire emergency, is prohibited.

### **5.28 Liability for Damage**

Damage caused by moving furniture, appliances, and boxes in or out of the unit will be borne by the owner whose resident is moving items in or out.

### **5.29 Trash Chutes | Garbage Disposal**

Refuse, which the kitchen sink disposal will not process, will be securely tied in heavy plastic bags, and placed in the trash chutes. Do not throw loose garbage down the chutes. Do not force any refuse into the chutes. Paint cans and boxes should not be put down in the trash chutes. All boxes and packing material resulting from moving or delivering goods must be removed from the premises immediately. Such materials are not to be left in the halls.

In emergencies, an attempt will be made to contact the owner by telephone before entering any unit. A Property Manager's Office member will accompany maintenance or contractor personnel entering a unit. Notice will be left in the unit stating the date and time of the entry, the reason for the entry, and the name of the individuals who entered the unit.

### **5.30 Consideration to Neighbors**

Please keep the front doors closed and use your vent fan to control the spread of cooking odors/smoke. No radios, TVs, or musical instruments will be played so unreasonably loud that it is offensive to other residents. Door-to-door solicitation for any purpose or cause is not permitted.

Terrace Park East is an apartment building where a common hall accesses the units so food preparation and cooking odors seep into the hall. This is a significant concern that owners and tenants must address so the food odor stays in your unit or open the patio sliding door.

### **5.31 Patios (1<sup>st</sup> Floor), Balconies 2 thru 7<sup>th</sup> Floor) and Common Areas**

The Patios and Balconies are not storage space for extra furniture, household goods, or boxes. No clothing, towels, sheets, or laundry will be hung or placed on the Patio or Balcony. Nothing is to be attached to the balcony railings, walls, or ceilings, temporarily or permanently, except child & pet safety screens, the United States flag, and Holiday decorations. An outdoor carpet can be installed on the Patio or Balcony, but not a rug-type carpet that collects moisture and damages the concrete structure.

Throwing objects from balconies or windows can cause harm and is a nuisance to neighbors living or passing below and is prohibited.

### **5.32 Owners and Tenants moving in and out of the building.**

Moving furniture, appliances, large screen TVs, and mattresses/bedsprings destroy common area corridor walls, drywall, ceiling tiles, and floor covering. Always be mindful that any damages caused by an owner, tenant, third-party helper, or contractors will be repaid or replaced, and the cost of labor and materials will be passed on to the owner, who will be billed for the actual price to TPE HOA plus a 25% administrative fee charged to the owner.

Again, the unit owner is responsible for damage to the common areas caused by his/her tenant (s) and/or guest(s).

**5.33. Keys to the Owner Unit to be maintained by the Property Manager**

Ensuring the Property Manager has keys to every unit rests with the owner. Be warned: in the event of an emergency that requires law enforcement, fire department/EMT, maintenance, etc., quick access to a unit and the Property Manager has no key or cannot reach the resident, then the front door will be rammed open, and any damage to the door will be the owner's responsibility to fix or replace and any damage to the walls around the door will be repaired and the cost plus 25% administrative fee passed on to the owner.

**5.34 Pest control is everyone's JOB (Owners, Landlords, Tenants, Guest)**

Terrace Park East HOA is responsible for pest control in the common area and grounds. **Owners, Landlords, Tenants, and Guests are responsible for pest control inside the units.**

The two most difficult pests to eliminate are bed bugs and roaches. You ensure your unit is kept in a healthy, clean environment. When your unit has bed bugs and or roaches, it is your financial obligation to order and pay a pest control company to treat your unit. Bedbug treatment can cost you from \$700 to \$1,500. roach treatment runs at least \$40 per treatment from a pest control company, or you can treat roaches on your own by buying any number of roach bombs and bait and not leaving open food containers, including pet food on the kitchen table, countertops, and floors. All trash bags are moved from the unit to the trash chute daily. There are no storage boxes in the unit where roaches can hide.

**Again, pest control inside your unit is YOUR JOB.** When you do not follow good personal hygiene practices, your unit becomes nasty and unhealthy, and bedbugs and roaches travel to other units. In that case, the Terrace Park East HOA must get involved with additional pest control treatment, which the unit owner will pay, plus hefty fines.

**6 Leasing of a Unit**

**6.1 Unit owners may lease their unit (but not less than an entire unit) subject to the Minimum lease term for a furnished or unfurnished condominium is one (1) month. Airbnb and other short-stay rentals are prohibited unless the short stay lasts 30 straight days.**

**6.2 Occupancy Rules**

One-bedroom units may not house more than two (2) adult persons plus (2) children, including the owner or tenant. Adult means persons over the age of seventeen (17).

Two-bedroom units may not have more than two (2) adult persons or four (4) persons occupying the unit, including the owner or tenant. Adult means any person over the age of seventeen (17).

The TPE Association Rules will govern all tenants, and the owner must enforce all Bylaws and Rules upon their tenant (s).

The rights of any tenant will be subject to. The covenants, conditions, and restrictions in this Declaration, Bylaws, and Association Rules will bind each tenant. Default will constitute a default under such lease or sublease.

### **6.3 Tenant's Rights**

Except where otherwise provided herein, the tenant will not be a unit owner or member of the Association. The tenant will exercise no voting rights in the Association and will not be entitled to any notices, access to information or records, or other unit owner rights. However, such tenants will have access to and enjoy the common areas to the same extent the unit owner would have under this Declaration.

**6.4** The Board recommends all owners adopt a lease with solid terms and conditions slanted towards condominium renting. With the new Declaration, Bylaws, and Association Rules in force, all owners leasing their units are required to include a complete list of TPE Rules and Fines. The Property Manager will print you a standard TPE lease template for any owner renting their unit who wishes to consider an alternative lease. To confirm that the tenant has a copy of the Rules and Fines, before moving into TPE, the tenant must stop at the Property Manager Office (A-108) to fill out a tenant Information Form, Vehicle Permit Form, and pick up key cards.

If there is misconduct by a tenant threatening the common good and welfare of other owners and TPE Property, the owner may face fines.

### **7. Selling or Buying a Condo unit at Terrace Park East**

No signs advertising the sale are permitted on the premises, except on the Owner's Bulletin Board, as described in Section 2.4.

Only the owner or his authorized real estate agents can show their unit for sale. If the listing is multiple-listed, other Realtors can show the unit after getting permission from the owner or their listing agent.

At least five (5) business days before the closing of a unit sale, the owner must notify the Property Manager by text or email of the pending transaction and provide in printing the name(s) of the buyer(s), with their mobile phone and email address. The Property Manager will provide the buyer with a complete set of TPE governing documents, which can also be found at [www.terraceparkeast.com](http://www.terraceparkeast.com). Thirteen (13) different TPE governing documents (PDF) format that you can read, copy, scan, and transmit by email.

### **8. Pet Policy See Schedule 8**

### **9. Vendors and Contractors Policy**

The unit owner must keep their units and their equipment, appliances, and appurtenances in good order, condition and repair, and clean and sanitary condition.

### **9.1 Legal Liability Disclaimer**

Each unit owner will be liable for the expense of all maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents, or licensees, and such liability will include an

increase in casualty insurance rates paid by the Association occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. The West Virginia Code creates this liability. West Virginia Code § 36B-3-107 states: "If the damage is in the common areas, the unit [owner] responsible for the damage... is liable for the prompt repair thereof." Nothing in this Policy alters the legal liability of the unit owner for damages caused by the owner's tenant, guest, vendors, or contractors.

## **9.2 Working Hours for Contractors & Tradesperson**

Contractors and tradespeople working hours in the buildings are 8:30 a.m. to 4:30 p.m., Mondays through Fridays; Saturday, 10:00 a.m. to 4:30 p.m. Contractors, tradespeople, and their vehicles must be off the premises by 5:00 p.m. Exempted from this rule are personal caregivers and healthcare workers.

## **9.3 Storage Not Permitted in Common Areas**

No contractor or vendor can store materials, furniture, or supplies in the common areas, including the hallways.

## **9.4 Unit Owners Compliance**

The unit owner is responsible for (1) the costs of maintenance, repair, or replacement of the common areas necessitated by their acts, neglect, or carelessness or the acts, neglect or carelessness of any member of their family, tenants, visitors, vendors, contractors or their agents; (2) their own safety and the security of their units; (3) respecting the rights and privileges of other unit owners and the integrity of their units; (4) and the compliance of the vendors or contractors engaged by the unit owner. The Association is not liable to any unit owner for any damages caused by any contractor nor for any contractual or tort claims that may result from the exclusion of vendors or contractors according to this Policy.

## **10. Modification Guidelines**

No unit owner will modify his unit except in conformity with the following Modification Guidelines and with the prior written consent of the Modifications Committee and approved by the Board, as provided for herein.

### **10.1 Submission of Modification Applications**

All unit owners seeking a Modification of their unit will submit a request in writing to the Modifications Committee that fully sets forth at least the following information:

- a. Detailed plans for the proposed alteration (including nature, kind, shape, size, materials, and location of all proposed Modifications) that include a certification from a licensed engineer or architect that the proposed plans will not impact any structural Areas of the Building.
- b. If the Modification involves the alteration of the boundary line between two units, as permitted in certain instances by Section 2.01(c) of the Declaration, the applicant will submit (A) a draft restatement of the Declaration Plan that identifies the units involved and reflects the relocated boundaries, the dimensions of the units, and their identifying numbers, and (B) a draft restatement of the Allocated Interests as altered by the relocation of the boundary (the applicant unit owners must execute the draft restatement and contain words of conveyance between them);

c. Copies of licenses and certificates of insurance for any contractors that will be performing work if the Modification is approved; Any further information requested by the Modifications Committee.

### **10.2 Specifically Burdened units**

Suppose the proposed Modification affects another unit in a manner that is greater than or disproportionate to the impact on all other affected units. In that case, the Modifications Committee may notify the affected unit owner of the proposed Modification. The notice will state what the proposed Modification includes, the proposed time for accomplishing the Modification, and the anticipated specific burden on the affected unit. The Modifications Committee will allow the affected unit owner to be heard.

### **10.3 Hearing**

In the event, the Modification Committee determines that a hearing must consider the proposed Modification application. In that case, the Modifications Committee may schedule an open hearing. It will provide the applicant owner(s), the owner(s) of any specifically burdened unit(s), and the Board with at least three (3) days advance notice of the hearing.

### **10.4 Recommendations**

The Modifications Committee will make a recommendation to the Board following its review of the application, and the Board will, within thirty (30) days after submission of all information and materials requested by the Modifications Committee.

If the Modifications Committee fails to approve or disapprove any application within thirty (30) days after submission of all information and materials requested, the application will be deemed approved. However, no approval, whether expressly granted or deemed granted under the preceding, will be inconsistent with these Modification Guidelines unless the Modifications Committee has granted a variance in writing.

### **10.5 Costs**

Applicant unit owners will bear all costs of preparing, recording, and reviewing the necessary plans, application materials, restated Declaration Plans, restated statements of Allocated Interests, and any other information required to apply for and finalize a Modification.

### **10.6 No Waiver of Future Approvals**

Approval of proposals, plans, and specifications or drawings for any Modification will not constitute a waiver of the right to withhold approval as to any similar proposals, plans, specifications, or drawings submitted for approval to the Modifications Committee.

### **10.7 Enforcement**

Any member of the Modifications Committee or the Board, or the representatives of each, will have the right to enter upon any unit to inspect to establish whether any Modification violates these Guidelines during reasonable hours and after reasonable notice. Any Modification that violates these Guidelines or the Declaration will be deemed nonconforming. Upon written notice from the MC, owners will cure any violation or nonconformance at their own cost and expense and

restore the unit to the same condition that existed before the nonconforming work.

Should a unit owner fail to cure as required, the Board will have the right to enter the unit, cure or remove the violation, and restore the Property to the same condition as previously existed. Entry for such purposes and in compliance with the Modification requirements will not constitute a trespass. All costs, together with interest at the maximum rate allowed by law, may be assessed against the benefited unit and collected.

## **11. Parking Policy**

**11.1 Parking Area:** The Terrace Park East property contains three areas designated for parking, known as the east, west, and north parking lots.

### **11.2 Handicapped Accessible Spaces**

The Board may, at its discretion and occasionally, designate specific spaces within the Parking Area as Handicapped Accessible Spaces. Such spaces will conform to specifications that make them accessible for persons with mobility impairment.

### **11.3 Vehicle Registration; Condition**

- a. Registration. All unit owners and tenants must register the vehicles they desire to park in the Parking Area with the Property Manager, who may, at the discretion of the Board, issue stickers, tags, or other identifying markers for such vehicles from time to time.
- b. No vehicles will be parked in the Parking Area that is not in operating condition. Abandoned, disabled, or junked vehicles, even those registered to unit owners and tenants, may be towed at the vehicle owner's expense. All vehicles covered for over a week must be parked in the north parking lot (behind Building B).
- c. Emergency Repairs Only. No vehicle will be repaired, constructed, or reconstructed on the Parking Area except for emergency repairs.

### **11.4 Prohibited Vehicles**

All-terrain off-road vehicles, motor homes, recreational vehicles, trailers, tent trailers, camper shells, detached campers, boats, boat trailers, mobile homes, or other similar machinery or equipment, whether motorized or not, whether wheeled or not and whether or not in operating condition, are prohibited in the Parking Area at all times unless approved by the Property Manager. Oversize trucks with extended cabs must be parked at the rear of the parking lots, with more parking space lanes so as not to block other residents from pulling in or out of parking spaces.

### **11.5 Towing of Vehicles; Fines**

Without notice, the Board and (or) the Property Manager have the right to have any vehicle parked, kept, maintained, constructed, reconstructed, or repaired be towed at the sole cost and expense of the owner.

The vehicle owner must pay any expense incurred by the Association in connection with towing any vehicle to the Association upon demand. Unit owners may be fined for violations of this parking policy. Fines are in addition to any towing fee.

## **11.6 Variances**

The Board may, at its option and in extenuating circumstances, grant variances from the restrictions outlined in this parking policy if it determines that (a) a restriction would create an unreasonable hardship on a unit owner or tenant and (b) the activity permitted under the variance will not have any substantial adverse effect on other unit owners or owners.

## **12. Landscaping**

### **12.1 Yard Maintenance**

The Association is responsible for the landscaping around the building. It will make such decisions regarding landscaping as the Board deems it to be in the best interests of TPE.

## **13. Pool & Pool Deck See: Schedule 13**

## **14. Fines for Rules and Policies Violations See: Schedule 14**

## **Collections Policy Schedule 3**

The Executive Board has promulgated this Collections Policy ("Policy") to provide consistency in the Association's efforts to collect Assessments from the owner. This Policy is intended to provide a procedure for consistently treating debts and debt collection related to Assessments as outlined in the Condominium Documents. The Executive Board, or the Property Manager, will take action to collect overdue Assessments from unit owners.

**1. Definitions.** Undefined terms used in this Policy have the same meanings as those in the UCIOA or under the Condominium Documents.

"Assessment(s)" means the amount levied annually for the common expenses and any other fees, charges, late charges, fines, and interest charged by the Association by the UCIOA.

"Condominium Documents" means the Declaration, the Bylaws of Terrace Park East Homeowners Association, Inc., and the Rules, Regulations, and Policies, as promulgated and amended according to the terms of the Bylaws from time to time by the Executive Board.

The Association's Assessment Lien will be prior and superior to any interest arising out of a lease regardless of when the Assessment Lien occurred, whether the Assessment Lien appeared of Record and whether the lease (or a memorandum thereof) was Recorded, and

**2. Reminder Letter.** If a unit owner is in default of assessment for (15) days following the assessment's due date, the Association will send a reminder letter to the unit owner.

**3. Notice of Right to Cure.** If a unit owner remains in default on any Assessment for (31) days following the assessment's due date, the Association will notify the unit owner of the delinquent assessment and the unit owner's right to cure the default.

b. The Notice of Right to Cure will be in writing and will *conspicuously* state:

- i. The name, address, and telephone number of the Association.
- ii. A brief description of the delinquent Assessments.



- iii. The unit owner's right to cure such default.
  - iv. The amount of the delinquent assessments, late charges, etc.; and
  - v. The date the assessments must be paid to cure the default.
- c. The Association will deliver the written Notice of Right to Cure to the delinquent unit i. The Association will use the last known address of the unit owner and
- ii. Notice is given when it is deposited in a mailbox addressed and postage prepaid.
- d. The Association will give Notice of Right to Cure under this Section by letter ratified by the Executive Board President. The Association will retain a copy of any Notice of Right to Cure sent under this Section, which will be:

**4. Statement of Account.** Upon written request, the Association will furnish a unit owner a statement setting forth the number of delinquent Assessments against the unit. The statement must be provided within (10) business days after receipt of the written request by the owner.

**5. Right to Cure.** Up to the (61<sup>st</sup>) day following the assessment's due date, the unit owner will have the right to cure any default by tendering the amount of all delinquent Assessments due at the time to the Association, without acceleration, plus any unpaid delinquency or deferral charges, and by tendering any other performance necessary to cure such default. The Association will not accelerate the maturity of the delinquent assessments or commence a civil action to collect the delinquent Assessments until the (61<sup>st</sup>) day has passed. Any such cure will restore a unit owner to all his or her rights under the Instruments to the same degree as if there had been no default.

At the discretion of the Association, a unit owner who has been in default three (3) or more times on his/her Assessments and who has been given notice of such fact three or more times may not have the right to cure a default under this Section even though previous defaults have been cured. The Association's right to proceed against the unit owner and his or her collateral will not be impaired or limited in any way by this Section.

**6. Securing Liens.** Suppose a unit owner has defaulted on any Assessment for (61) days following the assessment's due date. In that case, the Executive Board or the Managing Agent will perfect and preserve the liens of the Association (as the same are described in the Bylaws and under the UCIOA). By registered or certified mail, return receipt requested, and in a form calculated to inform the unit owner of their liability for payment of the Assessments. Additionally, the Property Manager will record a notice of the lien in the office of the clerk of the county commission.

A legal description of the unit: The name(s) of the unit owner(s); The list of delinquent assessments due with the date when each assessment was due; and the date of recordation.

**7. Foreclosure.** If a unit owner has not cured their delinquent Assessments within (120) days of the assessment's due date, the Association will take the matter before the Executive Board of the Association. The Executive Board will convene a confidential executive session to discuss the owner's delinquent Assessments and determine the proper course of action.

**8. Releasing Liens.** Upon payment of the outstanding balance for which a lien has been recorded, the Association will execute a written release of the lien as outlined in W.Va. Code § 38-

12-1. This release will be recorded, at the expense of the Association, in the office of the clerk of the county commission, wherein the notice of the lien was filed.

9. **Collections Agents.** The Association may, at its option, engage collection agencies to collect delinquent Assessments. Such collections may include submitting unit owner information to credit reporting agencies to collect delinquent Assessments.

10. **Communication.** The Association will communicate to unit owners regarding delinquent Assessments using any communication method afforded to it under the law. If a unit owner requests that the Association communicate with the unit owner in a certain way, the Association will honor such a request.

11. **Confidentiality.** The Association will keep all actions in the strictest of confidence. It will not disclose any information regarding a unit owner's delinquent Assessments or the collection of delinquent Assessments, except that the Association may hire legal counsel to file claims in the Kanawha County court system, a matter of public Record.

12. **Applicability.** This Policy establishes the general guidelines for delinquent accounts in most circumstances. However, the Association may use any method or procedure under the law to collect delinquent Assessments.

**8. Pet Policy Schedule 8**

1. Pet owners are responsible for controlling their pets' actions and behavior, including the owner's absolute responsibility to clean up their pet's messes and control their dog's barking. Pet owners who violate any parts of this Pet Policy will be fined and may face eviction.
2. Pets are not to roam freely in common areas or left unattended on balconies.
3. Unreasonable barking is a nuisance and interferes with the quiet enjoyment all residents expect. The dog owner is 100% responsible for a barking dog.
4. Pet owners are responsible for all damage caused by their pets, including any damage caused by cleaning chemicals used to remedy said damage. Pet owners are 100% responsible for cleaning up any accidents their pets may have on the premises and are subject to a special cleanup charge.
5. Patios/balconies, halls, lobbies, stairwells, elevators, pool areas, parking lots, the front yard is not a TOILET for your dog. You own your dog; you are responsible for the behavior of your dog. When you allow your dog to use any part of TPE common areas as a toilet, you are responsible for cleaning up.
6. No pet owner will have more than two (2) animals residing within a residence, and pets **must weigh no more than twenty-five pounds (full-grown)**.
7. Pets are not allowed in the pool deck/pool areas.
8. **Boarding of Animals Prohibited:** The boarding of animals, regardless of number, is prohibited within any unit or common areas; animals such as monkeys, birds, snakes, rodents/vermin are forbidden. Certain breeds of dogs, such as Pitt Bulls or Rottweilers, are considered a safety risk and not permitted at TPE.
9. The total capacity of all fish tanks in a unit will not exceed thirty gallons.
10. Please register your service dog with the Property Manager's Office. Proof of license must be provided before a Service Dog is allowed on the Property. The 25-pound weight limit will not apply to licensed service dogs.
11. Owners will be held legally and financially responsible for all actions and damages to the TPE property caused by their pets. TPE will cover repairing and replacing damages, and the unit owner will be charged for the damage plus a 25% administrative fee. The Association may demand pet owners to permanently remove their pet from the Condominium property if the pet rules are violated.

**13. Pool & Pool Deck Schedule 13**

The use of the pool and courtyard are privileges offered for the enjoyment of the residents of Terrace Park East. The following rules apply:

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1. Swim at your own risk. There is no lifeguard on duty at any time.
2. Pool Hours: SUN - THU 9 a.m. until 10 p.m. FRI & SAT 9 a.m. until 11 p.m.
3. Pets are prohibited anywhere in the courtyard, pool, or pool deck.
4. Smoking in the courtyard, pool, or pool deck is prohibited.
5. No glass or other breakables are permitted anywhere in the courtyard, pool, or pool deck. That includes walking through the courtyard with glass containers.
6. Homeowner/tenant allowed (3) guests [per residence] at the pool at any time. The homeowner/tenant must always accompany their guest, especially children under (12). The host is responsible for the behavior of their guests.
7. No eating or drinking is permitted in the pool or sitting on the pool edge.
8. Paper, garbage, or any other debris must be deposited in receptacles. The building lobby exits provide containers to the courtyard.
9. No running, pushing, horseplay, inappropriate language, loud music, or any undue disturbance in or around the pool area. Any accident, injury, or damage caused by the homeowner/tenant and their guests/visitors is the sole responsibility of the homeowner/tenant.
10. Proper swimming attire must be worn in the pool (no cut-off jeans or tee shirts.) Children who are not potty trained must wear plastic pants over diapers.
11. Personal belongings, lounge chairs, coolers, or rafts may not be left or stored in the courtyard around the pool. Any personal property left in the courtyard, around the pool or pool deck, may be removed and discarded by TPE staff.
12. Violating any pool rules, resulting in emergency pool closure, could result in significant fines charged to the homeowner/tenant for cleaning and refilling the pool.

Members of the TPE HOA Executive Board and TPE employees, staff, and the owners/stockholders of Jamon Real Estate Corp. are not liable or responsible for any accidents/injury/death to anyone or for any loss or damage to personal property by anyone.

**14      Fines for Rules and Policies Violations                      Schedule 14**

Following the terms and conditions of the Terrace Park East Association Declaration and Bi-Laws, the Executive Board will establish and impose reasonable fines for the failure of the owner of the unit, its owner, licensee, or invitee to comply with any provision of the TPE Declaration, the Association Bylaws or Association Rules.

**Schedule of Fines**

Under the Terrace Park East HOA Declaration and Bi-Laws, the following fines approved by the Board will apply equally and fairly to the owner, landlord, tenant, guest of TPE, and all third-party contractors. **All penalties will be assessed against the unit owner.**

**FINE/PENALTY**

**Violating the NO Smoking Policy**

**\$500.00 per event**

**Health & Life Safety Issue:** By order of the Charleston Kanawha Health Department and the Association Master Insurance Policy underwrite, the Condominium grounds, common areas, halls, stairs, elevators, lobbies, courtyard, pool area, inside the unit or on the patio (1<sup>st</sup> floor) balcony (second thru the seventh floor) is strictly **NON-SMOKING**.

**Violating Pest Control Policy See 5.34 (page 11)**

**\$250.00 daily**

**Pest control inside your unit is your responsibility.**

Violating personal hygiene and healthy housekeeping practices that cause roaches or bedbugs to find their way to other units will cost you additional treatment and a fine.

**Violating the Association Pet Policy**

**\$150.00 per event**

Cleaning after your dogs, including halls, elevators, stairs, lobbies, grounds, and parking lots. Loud and constant barking. Pets are not permitted in the courtyard pool area.

**Violating the Lease Term Policy**

**\$100 per lease**

- Unfurnished unit    Minimum Lease term 1-Months
- Furnished unit        Minimum Lease term 1-Months

**Violating Occupancy Rules**

**\$100.00 per lease**

- One-bedroom units may not have more than two (2) adult persons plus (2) children occupying the unit overnight, including the owner or tenant. Adult means people over eighteen (18) – Children 12 and under.
- Two-bedroom units may not have more than four (4) adult persons or six (6) persons occupying the unit overnight, including the owner or tenant. Adult means any person over eighteen (18) – Children 12 and under.

**Homeowners Insurance**

**\$100.00 per event**

Failure of the owner to carry a Homeowner's (content, personal property, and liability) Insurance Policy on their unit. Owners will also be fined when your insurance underwriter says you are underinsurance.

**FINE/PENALTY**

**Violating Vehicles Rules**

**\$100.00 per incident**

Disabled or Abandoned Vehicles or Vehicles blocking any TPE entrances or blocking the driveway that prevents the free flow of traffic will be towed without notice.

**Nuisance | Menace Violation**

**\$100.00 per event**

No unit owner will permit or suffer anything to be done or kept in or about his unit or upon the common areas that will obstruct or interfere with the rights of other unit owners or their tenants (and their respective invitees) or annoy them by creating any unreasonable or loud noises, odors or otherwise, nor will any unit owner permit or commit any nuisance or illegal act in or about the unit or the common areas.

**Stealing electricity from the common area hall outlets**

**\$100.00 per event**

**Violating General Rules and Policies not listed**

**\$75.00 to \$300.00 per event.**

**Violating Patio/Balcony Housekeeping Rules**

**\$75.00 per day**

The Patios and Balconies are not storage space for extra furniture, household goods, boxes, or other stuff. No clothing, towels, sheets, or laundry will be hung on Patio/Balcony.

**Return Check Fees**

**\$50.00 for each check.**

**HOA Assessment Late Fees**

**\$25.00 per event**

TPE HOA Monthly Assessments are due by the 15<sup>th</sup> of the month. A late fee is assessed on the 16<sup>th</sup> of the month.

**Repair or Replacement to Terrace Park East property**

Any time an owner/tenant/guest/pet causes damages to the TPE property in any way, the damage will be repaired or replaced, and the cost of labor and material will be charged to the unit owner plus a 25% administrative fee.

**When TPE HOA must take Court or Legal Action**

When the TPE Executive Board takes legal action against an owner, tenant, or guest, the defendant will be charged for the cause of action, plus court costs, legal fees, process server fees, plus a 25% administrative fee to TPE HOA.

**Emergency after-hours work from TPE maintenance staff**

**\$50/per hour**

To deal with water damage caused by overflow toilets, tubs, sinks, and hot water tanks.