

# **Exhibit A**

# **THE CONDOS AT MILL RIVER CONDOMINIUM**

## **THE FIRST AMENDMENT TO THE COMMUNITY RULES & REGULATIONS**

**(Adopted by the Board on 8-17-17)**

**(Replaces the Rules & Regulation adopted and recorded on 01-30-2013, recorder number: 2394802000)**

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# First Amendment to the Rules and Regulations of the Condominium Owners at Mill River, Inc.

Adopted by the Board of Directors – November 9, 2017

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## INTRODUCTION

This document constitutes the First Amendment to the Rules and Regulations of the Condominium Owners at Mill River, Inc., with said Rules and Regulations having been originally adopted by the Board of Directors on January 30, 2013.

This First Amendment to the Rules and Regulations of the Condominium Owners at Mill River, Inc. was adopted by a majority vote of the Board members of the Condominiums at Mill River, Inc. on the date set forth below.

Pursuant to Article 9.2 of the Condos at Mill River ("Second Amendment to Declaration") recorded in Kootenai County, Idaho as Instrument No. 2050080000 on August 16, 2006, Third Amendment to Declaration of The Condos at Mill River ("Third Amendment to Declaration") recorded in Kootenai County, Idaho as Instrument No. 2286243000 on October 15, 2010, and Fourth Amendment to Declaration of the Condos at Mill River ("Fourth Amendment to Declaration") recorded in Kootenai County, Idaho as Instrument No. 2296319000 on December 28, 2012, the Board of Directors unanimously agreed and consented that, as of the date set forth below, the Rules and Regulations originally adopted by the Board of Directors on January 30, 2013, would be amended as follows:

The following Community Rules and Regulations are a supplement/summary to the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for The Condos at Mill River Condominium Association (the "Declaration") originally recorded on July 12, 2006, in Kootenai County, and are not to be considered as the sole statement of regulations. Reference the entire CC&R's and all subsequent amendments for detailed rules.

## ASSOCIATION GOVERNANCE

The Board of Directors (the "Board") of The Condos at Mill River Association, with the authority given by the CC&R's, has established these Community Rules and Regulations. These Rules and Regulations remain effective unless or until amended or rescinded by the Board. Although these rules have been created to coincide with the CC&R's they do not cover every restriction in the CC&R's, Bylaws and Articles of Incorporation. Each owner is responsible for becoming familiar with the documents of The Condos at Mill River Association and abiding by all restrictions, codes and covenants.

### *Article 9, Architectural Control, Section 9.2, Adoption of Rules and Regulations*

"The Board is empowered, on behalf of the Owners and the Association, to adopt, amend and revoke detailed administrative rules and regulations necessary or convenient, from time to time, to ensure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Property. The Rules and Regulations of the Association shall be binding upon all Owners and occupants and allotted persons claiming any interest in any Unit. The Architectural Control Committee shall require conformity with the guidelines and the rules and regulations."

## Annual Meeting

Article III, Section 1 of the Bylaws of Condominium Owners at Mill River, Inc., "Annual Meeting", states there shall be an annual meeting of the unit owners in the third quarter of each fiscal year of the Association at such reasonable place and time as may be designated by written notice from the Board delivered personally or by first class mail to all unit owners, not less than ten (10) days nor more than fifty (50) days prior to the date fixed for said meeting.

## Insurance

The Association carries a blanket insurance policy. The policy carrier is subject to change each year. Please check with the Management Company if you have questions pertaining to the Association insurance.

The Association also carries Director and Officer Coverage for Board members, Fidelity, and Comprehensive General Liability insurance.

Unit owners must carry his/her own insurance for the interior of the unit, the contents of that unit, and for any non-structural improvements added by the unit owner.

If you are unclear about what needs to be insured, please contact your insurance agent who can assist you in securing the appropriate amount of coverage for your unit.

Article 22 of the Second Amendment to Declaration of the Condos at Mill River, and Article IX of the First Amendment to Bylaws of Condominium Owners at Mill River, Inc. provides information on insurance.

## Monthly Assessment Fee

A monthly assessment fee, as set by the Board of Directors each fiscal year, is charged to each unit owner to provide funds for those items included in the budget, such as: maintenance of all common areas, the fitness center, landscaping, fire sprinkler monitor and control, pest control, snow removal for common areas, property and liability insurance, and the maintenance of the exterior of the buildings, roofs, exterior lighting, etc.

A copy of the current budget may be found on the Mill River Condos website ([themillrivercondos.com](http://themillrivercondos.com)) or contact the HOA Management Company for a copy.

Payments are due on the first of each month and late if received after the 15th. A late fee of \$10.00 for nonpayment plus a 1% finance charge will automatically be assessed to any payment not received by the 15th day of the month. Delinquent accounts that are beyond 60 days will incur an additional fee of \$25.00 for the preparation of the first delinquency letter, with an additional \$25 for each letter thereafter. Any account delinquent beyond 120 days will be subject to a lien and sent to collections.

\*Fees are as of September 2017 and are subject to change.

## LANDSCAPE AND ARCHITECTURAL COMPLIANCE AND DESIGN RULES

The Landscape Committee and the Architectural Control Committee (the "ACC") are groups of volunteer unit owners who will be available to advise and approve unit owner requests. The committees report to the Board.

The Board solicits your cooperation in keeping The Condos at Mill River Association an attractive place to live and a community in which we all take pride. The policies set forth or reflected in these Rules and Regulations are designed for good community relations and to protect the investment of the unit owners.

Whether you are a unit owner or tenant, all persons living in The Condos at Mill River Association must observe and abide by these Rules and Regulations. Guests must also abide by these Rules and Regulations and owners will be responsible for their guests.

An owner or tenant found to be in non-compliance with any of these Rules and Regulations will receive notice of the non-compliance and will be expected to remedy the violation. The unit owner will be subject to fees, as delineated in the Non-Compliant Policy, if correction is not made.

## Landscape Maintenance

Landscape maintenance includes mowing, fertilizing, trimming, raking and weed control, water features, and irrigation service to the Common Areas as well as providing planting services.

Landscape maintenance is one of the largest budget items in the community. Unit owners and tenants may not alter landscaping in any way as to do so results in an unnecessary cost to all Owners.

Owners may contact the Management Company with requests or concerns which will be forwarded to the landscape contractor, the Landscape Committee, or the Board for advisement should the request require approval. Remember:

- Owners may not remove, prune, plant, or alter any Common Areas landscaping.
- Owners may not repair irrigation systems or tap into irrigations systems for their own personal use.

## ACC Applications and Approval

Owners are required to complete an application for certain changes or additions to their units or limited common areas. This is a representative list only and should not be considered full and complete. If in doubt as to whether your actions would be in compliance, contact the ACC through a request to the Management Company.

- Structural and non-structural changes
- Satellite dishes or antennas
- Front doors, screen doors, storm doors, security doors
- Garage doors
- Exterior sun shades
- Exterior patio / balcony lighting
- U.S. Flags (no other flags are allowed)
- Windows

The application may be obtained from the Mill River Condos website ([themillrivercondos.com](http://themillrivercondos.com)) or through the HOA Management Company. Each application lists restrictions and/or requirements. In many cases the ACC can provide a list of prior approved vendors and products.

Approvals must be obtained prior to any installation or change.

The ACC reserves the right to approve or deny each request in order to maintain the architectural integrity of the community. This includes specific types or colors.

### Accessory Dwelling Units

Per the City of Coeur d'Alene, "It is illegal to convert a storage shed, garage, or workshop into a living area. These structures present unsafe conditions as they do not comply with building and fire codes normally associated with homes." <https://cdaid.org/codeenforcement>

**Special Note:** Owners who have previously converted their garages are out of compliance and must remedy immediately; including contacting the management company to have the garage inspected after the room is removed.

### Exterior Changes

In general, exterior changes (including limited common areas such as front door areas, patios, balconies, etc.) are not permitted. The purpose of this restriction is to maintain the architectural integrity of the community.

- ✓ Proposed exterior changes due to a necessary matter may be submitted to the Architectural Control Committee (the "ACC") in writing. Exterior changes made without ACC approval will be violations and will be noted by the Management Company. The ACC will request, in writing, that the unit owner remedy such violation. If the violation is not remedied within ten (10) days, the Management Company will implement the Non-Compliant Policy as outlined in the Non-Compliant Policy Section of this document.
- ✓ The ACC, and ultimately, the Board has sole and absolute discretion to determine if a proposed modification is necessary, aesthetically pleasing, and in harmony with the surrounding community.

### Structural and Non-Structural Changes

In general, structural changes are not permitted.

The Board may, in its sole and absolute discretion, determine whether or not an item is of a structural or non-structural nature.

Request for approval for any change must be submitted to the ACC in writing, including details of the work to be done, drawings, names and addresses of contractors and subcontractors, including a copy of their insurance certificate, and dates of commencement and completion of project.

Any unit owner may make non-structural additions, alterations and improvements within his/her unit. In undertaking any non-structural work, the unit owner must abide by the following:

- Noise that is audible to adjoining units will not be allowed except between the hours of 7 AM and 6 PM, Monday through Friday.
- Contractors and/or subcontractors are not permitted to park in any areas of the Community, except in designated parking spaces. Parking along the curbs, behind unit garage doors, in loading zones, or in roadways is prohibited. Overnight parking is also prohibited.
- Unit owners are responsible for any costs incurred by any other unit owners or the Association as a result of the work, including the costs of repairing damage, towing, or any costs incurred by inconvenience due to noise, odors, or traffic.

- For the consideration of unit owners in downstairs units, hard flooring (tiles, hardwood, etc.) is discouraged on unit floors directly above another homeowner. Please consult with the ACC, Board, or Management Company for advice which may include laying down a soundproofing barrier beneath the hard flooring.

## COMMON AREA RULES

### Potted Plants

A reasonable quantity of live or faux potted plants and decorative trees, flowers, etc. are allowed at the front entrance to units and on patios and balconies if kept clean and healthy.

Saucers must be used under plants to keep water from draining onto the Common Area and Limited Common Area surfaces and/or to the units below.

Potted plants are not allowed in Common Areas, including outside garages and garage courtyards.

### Snow Removal

The Condos at Mill River streets, parking, and garage areas will be plowed at accumulations of 3-4 inches of snow. Walkways and sidewalks will be cleared at accumulations of 1-2 inches.

Large accumulations of snow will be moved and piled in the guest parking area. Residents will need to park their vehicles in garages in order to allow the plow trucks to keep the private roads, inner garage courtyards, and parking areas clear of snow.

Owners/tenants should **not** be on any roof clearing the snow. This is a liability for you and for the Association.

If you come across an icy and unsafe area in the complex, please notify the Management Company.

### Recreational and Sports Equipment

Bicycle and/or skateboard ramps/jumps, basketball hoops/goals, or other recreational and sports equipment are not permitted.

BBQ's and picnic tables in Common Areas are to be utilized by Mill River Condo residents only. Picnic tables are not to be relocated. BBQs are to be cleaned after use and grill covers must be closed after BBQ's have cooled down.

## LIMITED COMMON AREAS

Limited Common Areas are those portions of common areas under the primary control and use of one or more units, but fewer than all of the units. Examples include: entryways, patios and balconies.

The following rules are created to preserve the dignity, continuity, and aesthetic appearance of the Mill River Condominium property in these limited common areas. Aesthetics in this context may be defined as consistency and integrity of the design elements established for the benefit of the community.

Certain restrictions are also in place to protect the integrity of the building, rails and fences to avoid unnecessary cost to repair or replace.



- Patio furniture must be designed for exterior use and must be of a neutral color harmonious with the color scheme of the exterior walls of the unit.
- Camp furniture, such as folding chairs or plastic chairs, are not allowed.
- Patios, balconies, and front door areas are not to be used for storage.
- Owners/tenants must keep his/her patio, balcony, and front door area clean and free of litter, weeds, and animal waste.
- Enclosing patios with fencing or similar is not allowed.
- No items are permitted to be attached, draped, or hung from the patio/balcony railings and fences, including, but not limited to flags (see exception for U.S. Flag), banners including team pendants, novelty flags, banners, signs, rugs, towels, clothing, flower containers, hummingbird feeders, etc.
- Reflective material, aluminum foil, reflective screens, glass, mirrors or similar items are not permitted on patios, balconies, or in front door areas.
- Holiday/seasonal decorations are permitted only during the particular season but must be taken down and properly stored within 30 days after the holiday. Decorations should be hung in a manner that will not damage the railings or exterior siding.
- Wind chimes, animal feeders, or bird feeders are not permitted, with the exception of hummingbird feeders. The hummingbird feeder must be kept clean, in good condition, and not drip or attract insects.

### Outdoor Lighting

- Novelty lights are not permitted.
  - Outdoor patio/balcony lights are allowed but must receive ACC approval prior to installation. They must not be attached or hung from patio/balcony railings or fences.
- ✓ ACC Application is required.

### U.S. Flag

The U.S. Flag is the only flag permitted to be displayed in the Mill River Condo Community. ACC approval must be obtained prior to installing the flag holder. Flags may not be hung on railings.

- ✓ ACC application is required

### Satellite Dishes, Antennas, Etc.

**Approved** devices are to be mounted on tripods only within the confines of a balcony or patio and must be painted to blend in with the exterior colors of the units.

Antennas, satellite receiving stations, or any other devices that allow for receiving or sending television, radio or any other form of electromagnetic radiation shall not be placed, used or maintained on the patio railings, balcony railings, or any exterior walls; and may not be affixed to the roof, siding, ceilings or overhangs of the balconies or patios.

- ✓ ACC application is required

### Front Doors, Screen Doors, Storm Doors and Security Doors

All doors must be properly maintained. Door must have closures and be kept clean and in good repair.

Any unit owner who needs to replace their front door (or hardware) or wishes to install a screen door, storm door, or security door **must obtain ACC approval prior to installation**. If an unapproved door is installed, the unit owner will be required to remove the door at their expense.

- ✓ ACC application is required

### Window Covering and Patio/Balcony Shades or Screens

In order to preserve a uniform exterior appearance of the Buildings, all interior window coverings (drapes, shades, or shutters, etc.) that are visible from any street, common area or neighboring unit, must be white, beige, brown or natural wood-tone.

Reflective material, aluminum foil, reflective screens or glass, mirrors or similar items are not to be placed on the outside or inside of any windows.

Only retractable sun shades or screens are permitted on patios or balconies and require prior written approval from the ACC. Sun shades or screens are to be used only to shade the patio or balcony, and only during the time needed for protection from the sun. They are to be retracted at all other times.

- ✓ ACC application is required

## COMMUNITY RULES

### Garages, Vehicles, Parking & Towing

#### Garages and Garage Doors

Garages will not be converted into any use which would prevent it from being used as a parking space for the number of vehicles it is designed to contain.

Garage doors must be closed at all times except for entering and exiting. An exception is if the owner/tenant is present in the garage performing various tasks.

Garages and garage doors must be kept in good condition at all times.

Garage door maintenance or replacement, as well as the repair or replacement of automatic or manual garage door opening and closing mechanisms, are the sole responsibility of the unit owner.

Replacements must conform to current standards (the same door). If in doubt, contact the Management Company or ACC.

#### Vehicles

Any vehicle that is visible to neighboring property must be in operating condition and currently registered.

Vehicles that are inoperable will not be permitted unless in owner garages, so they are concealed.

#### Parking

Due to limited parking within the community, unit owner and tenant parking is intended to be within individual garages.

Guest vehicles shall be parked in designated/marked spaces only.

Vehicles will need to fit entirely in one parking space, without blocking any sidewalk egress, while still allowing reasonable access to the vehicle and adjacently parked vehicles. Vehicles that exceed this limitation will not be allowed on property and are subject to tow.

Parking behind any garages or in the garage courtyard is prohibited.

Parking in a space reserved and marked for persons of disability, or parking in a manner that restricts a person with a disability from entering or exiting their vehicle or that would block access to a curb is prohibited. Violation is punishable by fines, or towing, per state and federal law.

Long term storage of vehicles is prohibited.

Unit owner, tenant, or guest shall not be allowed to park or store any boat, unused vehicle, trucks with a carrying capacity over 1 ton, golf cart, motorhome, camper, RV trailer, storage trailer, or the like anywhere on the property, except within a garage, for more than forty-eight (48) hours.

Recreational vehicles, sport vehicles, trailers (covered or uncovered) of any kind, bicycles, basketball goal/hoops of any kind, motorized scooters or skateboards, etc. will not be allowed to park in the streets, on sidewalks, or in garage courtyards. An exception is motorized handicap accessories, such as wheelchairs, which are allowed.

If a resident is not able to park or store any of the aforementioned vehicles in their garage, contact the Management Company to understand where the vehicle can be parked or stored for the 48-hour period.

#### Loading Zones

Loading zones are for active loading and unloading only. There is a twelve (12) hour time limit for use of the loading zones.

Owners or vendors must be available to move the vehicle immediately in the event an emergency vehicle or homeowner needs access.

This space may not be utilized for washing vehicles.

#### Towing

The Board and Management Company have the right to tow any vehicle that is in violation of the CC&R's, The Condos at Mill River Association Rules and Regulations, and/or any City or State parking ordinance.

Vehicles that are tagged with a violation will have 48 hours to bring the vehicle into compliance or it will be towed at the owner's expense.

Further, the Board has the right to observe, set, and enforce parking restrictions with notices and fines.

#### **Animals**

A total of two pets are allowed within a unit, provided the unit owner or tenant abides by the provisions of the Declaration and all City, County, and State Animal Laws. Only pets that are generally recognized as house or yard pets shall be allowed. The ACC shall determine if a pet is, in fact, a generally recognized house or yard pet.

- ✓ Vicious or dangerous animals (as determined by the Board's sole discretion) are not allowed on the Property. The Board reserves the right to expand this breed and animal prohibition.

Pets shall not be allowed to make an unreasonable amount of noise, cause an odor, or become a nuisance.

The Board may, at any time, require the removal of any pet it finds unreasonably disturbs, or is a danger, to other owners. The Board may exercise this authority for specific pets even though other pets are permitted to remain.

All animals must be leashed when outside the unit at all times, with the exception of domestic cats per section 6.15.080 of the Coeur d'Alene City Code. All pets shall be directly under the handler's control at all times.

If a resident's cat is creating a nuisance for other residents (i.e. defecating in neighboring common areas, bringing dead rodents into the community, digging up bark, making loud noises, etc.) the Board of Directors has the authority to request the cat be leashed or kept within the unit when not supervised.

Pet food or water may not be kept outside of any unit as it may attract stray animals and rodents.

Droppings from all animals (including cats) must be picked up immediately, placed in a plastic disposable bag, and disposed of in a dumpster.

Owners whose animals have been identified as causing damage to any area, including grass or landscaping, due to urination or digging will be assessed for the cost of remediation such as re-seeding.

Pets may not be left unattended on patios or balconies. Pets may not be housed on patios or balconies.

## Fitness Center

Only residents of Mill River Condos are permitted to use the Fitness Center.

**Important:** For their safety, children under the age of 8 are not to be in the Fitness Center. Children between the ages of 8-12 are to be supervised by an adult at all times while in the Fitness Center.

- Pets of any kind are not allowed in the Fitness Center.
- Food is not permitted in the Fitness Center.
- If you make a mess, pick it up/clean it up.
- When finished using the equipment, return it to its original spot.

When leaving:

- Turn off all lights and TV
- Close windows
- Close doors securely behind you

## Garage/Yard Sales, Estate Sales, Moving Sales

Private sales of any kind are not permitted in the Mill River Condos.

## Littering

Littering within the community is not allowed. Per Idaho Code, littering on public or private property is a misdemeanor. Cigarette and cigar butts are litter.

Removal of any litter within the community is a cost to each owner. Toss litter/garbage in proper personal or community garbage receptacles.

## Noise Control

After 10 PM and before 7 AM, loud noises or shouting that are an annoyance to others are not permitted in the Common Areas, Limited Common Areas, or inside any unit.

Radio, stereo, or other broadcast devices, and amplifiers or loudspeakers of any kind are not to be placed and/or operated outside of the unit, including on patios, balconies, and in front door areas.

If your neighbor is having a loud party with stereo blaring or your neighbor has a dog that barks continuously or is disturbing you, or if you have similar noise disturbances, call the Police to report the disturbance. Notify the Management Company as promptly as possible after the incident.

## Sidewalks

Bicycles, skateboards, or motorized vehicles are not to be ridden on community sidewalks. An exception is motorized handicap accessories, such as wheelchairs, which are allowed.

Any sidewalk chalk must be erased/washed off after each use so it is not visible.

## Signs

Signs (including but not limited to, commercial, For Sale, political, etc.) are not permitted anywhere within the community with the exception of signs approved by the Board and deemed necessary for the community.

## Storage

Storage of any items is not permitted in the Limited Common Areas: front door areas, patios, or balconies. Storage is not allowed in parking areas or in Common Areas.

Items not allowed include, but are not limited to: storage sheds, boxes, shelves, ladders, building materials, miscellaneous parts, equipment, or tools, refrigerators, toys, etc.

## Trash, Dumpsters and Recycling

All trash must be bagged then put into a dumpster. If your unit's dumpster is full, please place trash in another dumpster. Trash placed outside the dumpster will not be collected.

Close the lids to the dumpsters and recycling bins after use. When lids are left open, odors and flies increase and rodents appear. These conditions are a nuisance and health hazard to all residents

Doors to the dumpster enclosure must be closed and latched securely after each use.

Do not place or discard batteries, tires, transmission fluid, hazardous waste, furniture, or mattresses in the dumpster or in the dumpster enclosure.

- ✓ The disposal of this type of debris is the owner's responsibility. The garbage company does not provide for the disposal of these items. Any owner observed leaving these items will be billed the entire amount of the expense for the proper pick up and disposal of the items.

The contracted garbage company offers recycling in the bins located in the dumpster enclosures.

## AREAS OF OWNER RESPONSIBILITY

### Leasing

“Lease” shall be defined as any occupancy of a unit by any person other than the owner of the unit or the owner’s immediate family members, whether or not any consideration is exchanged.

- Any lease for a period of less than six (6) months in duration is prohibited.
- Holiday, vacation and event rentals are prohibited.
- Unit owners shall not permit his/her unit to be used for transient or hotel purposes, nor shall any unit owner enter into a lease for less than the entire unit to one lessee.

Each unit owner shall deliver to the Management Company within ten (10) days of commencement of the tenancy, a completed copy of the Association’s Lease Registration form. Owners are required to notify the Management Company of tenant changes in order to keep an up-to-date roster of the residents.

Tenants, like owners, are required to observe all Rules and Regulations that have been adopted by the Association, as well as all other Community documents.

- The unit owner is responsible for the tenant’s and the tenant’s guest’s behavior.
- The owner is responsible for fees, fines, attorney costs, etc., that may be imposed or incurred due to tenant non-compliance with the Rules and Regulations, Bylaws, or other Community Documents.

Any unit owner who leases a unit shall deliver to the tenant, prior to the start of the tenancy, a copy of the Declaration, these Community Rules and Regulations, and any amendments thereto.

If you need additional copies of the CC&R’s or Community Rules and Regulations, they are available on the Mill River Condos Website ([themillrivercondos.com](http://themillrivercondos.com)) or through the HOA Management Company.

### Dwelling

Each unit within The Condos at Mill River will be kept in good condition at all times. If, for any reason, the unit is damaged or destroyed, the unit will be promptly subject to the restrictions in the CC&R’s.

Each owner will maintain, repair, replace, restore at his/her expense all areas and fixtures in his dwelling. This includes appliances, water heaters and appurtenant facilities, heating and air conditioning equipment, all garage doors and mechanisms, alarm systems, etc. as set forth in the CC&Rs.

### Windows and Doors

All windows and doors are the responsibility of the unit owner. The owner must maintain and replace, when necessary, all windows and doors, including the garage door, so that they are in good condition at all times.

All replacements must be of the same type, appearance, and color of the ones being replaced, to ensure the continuity and integrity of the Community.

- ✓ ACC application is required