

**RULES AND REGULATIONS**

**for**

**BELLA SERA COMMUNITY ASSOCIATION**

**Approved May 15, 2024**

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**RULES AND REGULATIONS  
for  
BELLA SERA COMMUNITY ASSOCIATION**

Preamble

The following are the Rules and Regulations for Bella Sera Condominiums promulgated by the Board of Directors (the "**Board**") of the Bella Sera Community Association, Inc. (the "**Community Association**"), which Rules and Regulations are supplemental and subject to one certain Declaration of Covenants, Conditions, Restrictions and Dedication, and of Condominium Ownership for Bella Sera Condominiums recorded in the Office of the Register of Deeds of Douglas County, Kansas (the "**Declaration**"), and of the Bylaws of the Association (the "**Bylaws**").

The Board at any time may amend, modify, add, replace or remove one or more of the Rules and Regulations to facilitate management or operations or to provide for new situations.

These Rules and Regulations are meant to provide further clarity around the uses and operations of the Community Association and are guided by three principles: (i) security, safety and public health, (ii) maintaining the peace among Owners and lessees, and (iii) maintaining property value for Owners.

As more fully set forth in the Declaration, by accepting a deed to, or taking possession of, a Unit in Bella Sera Condominiums, an Owner or lessee recognizes that the benefits of living at the Bella Sera Condominiums includes sharing a set of amenities that would not otherwise be available in a private single family dwelling and interacting with the Bella Sera residents.

As such, an Owner or lessee/tenant agrees to be bound by the terms and provisions of these Rules and Regulations, as may be amended, modified, added to or replaced. Moreover, these Rules and Regulations shall apply to the Owner's family, guests, visitors, employees, agents, licensees, or lessees/tenants, when they are in or on the Condominium Property.

All capitalized terms not defined in these Rules and Regulations shall have the definition ascribed to them in the Declaration. If there shall be any conflict between the terms of these Rules and Regulations and the Declaration, the terms of the Declaration shall control.

## 1. Owners' Responsibilities and Liabilities

- 1.1 Owners are responsible and liable for the actions and behaviors of all of their family members, guests, visitors, employees, licensees, agents and lessees/tenants who are in or on the Condominium Property. In addition, Owners are responsible and liable for the actions and behaviors of anyone to whom the Owner has given a key, an access code and/or a fob (i.e., to doors or gates/garage).
- 1.2 Any Owner leasing a Unit is required to obtain a signed Lease Addendum from the lessee/tenant. The Lease Addendum document is available on the Bella Sera website under Legal Documents.
- 1.3 Owners are to report to the On-site Manager any accident in or damage to the Common Area the Owner may have caused. Depending on the extent of the accident or damage, the Owner is responsible for cleaning the affected area and/or the costs of having the affected area professionally cleaned, repaired or replaced. Such costs will be charged to the Owner's HOA dues invoice.
- 1.4 All Owners shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Condominium Property.
- 1.5 No Owner shall permit anything to be done, or kept on or in his Unit, patio, deck or in the Common Areas, which will result in the cancellation of insurance on the Building, or contents thereof, or cause a significant increase in premiums for such insurance or which would be in violation of any law.
- 1.6 The Board requires all Owners and lessees/tenants to provide proof of insurance (certificate) for the Units owned or leased as per the requirements identified in the Declaration and in the Lease Addendum. *Initial key fobs and disks are issued on receipt of the insurance certificate to the On-site Manager.* The proof of insurance (certificate) must be submitted annually to the On-site Manager.
- 1.7 Owners are highly encouraged to purchase individual Loss Assessment Insurance Coverage that covers an owner's share of an HOA deductible when there is a special assessment related to a common area loss, including from wind and hail damage. Coverage, even availability of coverage, varies according to the issuing company. Additionally, separate limits and deductibles may apply. Loss Assessment Insurance may cover other HOA common area casualty losses, but all owners need to review their policies and policy definitions to know the type and extent of coverage they may have. Please consult with your agent regarding your deductible and coverage limits, including wind and hail, for the Loss Assessment insurance.

- 1.8 Electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the underwriters of any insurance carried by the Community Association and the public authorities having jurisdiction over the Condominium Property.
- 1.9 The Owner will be liable for any damage or injury caused by any electrical equipment in their Unit.
- 1.10 Tank hot water heaters must be replaced at least every nine (9) years. Independent of the Bella Sera Community Association property management company, each Owner is responsible for knowing the age of the Unit's hot water heater and when it needs to be replaced, arranging for its replacement, and complying with any code-required devices associated with the tank hot water heater. In addition, each Owner is expected to arrange for the installation of a water leak detector that is plumber-recommended (hard-wired or WiFi) and alerts or directly notifies the Owner of the presence of excess water near the water source(s), which could result in damage to the Unit and/or other Units. Placement of the device is at the recommendation of the contractor installing the device(s). All costs associated with the above stated Owner responsibilities are at the Owner's expense. Owners may be liable for any water damage sustained to their individual units and/or any other unit(s) affected.
- 1.11 Independent of the Bella Sera Community Association property management company, each Owner is responsible for all aspects of maintaining a Unit's heating and air conditioning (HVAC) systems, including scheduling semi-annual preventive maintenance. Preventive maintenance of HVAC systems should include inspecting, draining, and cleaning the air conditioner condensate drain line and inspecting and cleaning the AC coil, as necessary. In addition, each Owner is expected to arrange for the installation of a water leak detector that is plumber-recommended (hard-wired or WiFi) and alerts or directly notifies the Owner of the presence of excess water near the water source(s), which could result in damage to the Unit and/or other Units. Placement of the device(s) is at the recommendation of the contractor installing the device(s), being cognizant of a potentially unlevel utility room floor and that water overflows may not drain toward the utility room floor drain. All costs associated with the above stated Owner responsibilities are at the Owner's expense. Owners may be liable for any water damage sustained to their individual Units and/or any other Unit(s) affected.
- 1.12 The use of Reverse Osmosis products is not allowed at any location at Bella Sera. Damage to pipes occurs where the water from Reverse Osmosis eventually comes in contact with cast iron pipes.
- 1.13 In the event a roof-located AC condenser needs to be replaced, the Owner is to immediately contact Management so that protective actions for the roof can be taken by Management. Before any replacement work can be undertaken by the service provider, Management will take a pre-vendor service video of the involved area; lay plywood in the

involved area; and take a post-vendor service video once the replacement work is complete. Owners are responsible for any roof damage evident in the comparative pre-post vendor service videos.

- 1.14 As per the Declaration, in the event of damage to the inside of an Owner's Unit, regardless of the extent and origin of the damage, the Owner of the damaged Unit is responsible for damage repairs and may file an Individual insurance claim on his/her personal insurance.
- 1.15 As per the Declaration, windows are the exception to the exterior maintenance provided by the Association. Repair, replacement, and cleaning of the windows are the responsibilities of the Owner.
- 1.16 *Any individual who voluntarily is engaged to provide work on the Bella Sera Common Area must be at least 18 years of age. Prior to any work conducted, the Owner engaging the volunteer must provide the On-site Manager with the volunteer's signed and completed BSCA Liability Release and Waiver form or verify that the form is on file in the HOA office. A volunteer cannot be paid for completed work, although donations can be paid to an organization of the volunteer's choice. Only Owners who voluntarily engage in Bella Sera projects are exempt from signing a BSCA Liability Release and Waiver form. Also see Appendix A9.*
- 1.17 *Any commercial contractor hired to provide work on the Bella Sera Common Area or in the modification/construction work of a Unit (residential or office) is required to have a Liability Insurance Certificate. Prior to any work conducted, the Owner hiring the contractor must provide the On-site Manager with the contractor's Liability Insurance Certificate or verify that the Certificate is on file in the HOA office. Also refer to Rule and Regulations Section 22. Modifications of Units; Section 23. Using Contractors for Work in Units; and Appendix A9.*
- 1.18 The Board or the On-site Manager as authorized by the Board shall retain the right to issue written warnings, assess fines or enforce other sanctions against an Owner for any violation of these Rules and Regulations by an Owner or an Owner's family members, guests, visitors, employees, licensees, agents and lessees/tenants.
- 1.19 The Board or On-site Manager as authorized by the Board has the authority to prohibit an individual or individuals from continued use of the amenities when a single behavior or repeated behaviors demonstrate a blatant disregard for the Rules and Regulations and/or the safety of others on Bella Sera property.
- 1.20 Owners have the right to appeal sanctions against the Owner for violation of any rules and regulations promulgated by the Community Association in accordance with the processes identified in the Declaration.

**1.21** Complaints, concerns and questions regarding the Management or maintenance of the Condominium Property, or regarding actions of other Owners, shall be made by e-mail ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)) or written note/letter to the On-site Manager or Board. **All complaints must be submitted by email or in written format.**

## **2. Access to Rules and Regulations**

- 2.1 The Board shall be responsible for ensuring that the latest set of Rules and Regulations is dated and circulated to current Owners.
- 2.2 For the convenience of Owners, the Board shall place the most recent version of the Rules and Regulations on the Community Association's website.
- 2.3 Copies of the current version of the Rules and Regulations will be kept at the reception desk, in the Library and in each Guest Suite.
- 2.4 Each Owner who leases a Unit, or who has guests in such Owner's unit shall make available a copy of these Rules and Regulations to their lessees/tenants or guests, as may be amended from time to time, and ensure that such persons abide by these Rules.

## **3. Entry into the Units**

- 3.1 As provided in the Declaration, the Board and/or the On-site Manager (or designee) shall have the right to enter into any Unit from time to time during reasonable hours, with at least twenty-four (24) hours written notice. If notices are sent out more than 30 days in advance, reminders shall be sent.
- 3.2 In the case of emergencies, entry may be made without advance or written notice for the purpose of performing the powers and duties of the Community Association as described in the Declaration, and/or the Bylaws, including, without limitation, maintenance, repair or replacement of any of the Common Areas in such Units or accessible from such Units. Whenever entry is made into a Unit, a written notice shall be provided to the Owner or lessee/tenant that such entry was made, accompanied by the reason for such entry and whether the issue was fully addressed.
- 3.3 When an Owner or lessee/tenant is not present and a service provider requires access to the Unit for a purpose authorized by the Board or On-site Manager, the service provider shall be accompanied at all times when *within a Unit* by a member of the Board, the On-site Manager (or designee), or another Owner designated by the Unit Owner or lessee/tenant. An Owner may submit to the On-site Manager a completed *Permission to Enter Form* that gives the service provider permission to access the Owner's Unit unaccompanied for a specific task. This form is available from the On-site Manager.

- 3.4 In special situations where a Unit Owner has scheduled service by a contractor or vendor, the Owner must complete and submit the *Permission to Enter Form* (available from On-site Manager) before providing a fob and/or key to any contractor. Since these situations may not be recurring on a regular basis, the form should be completed for each occurrence, at the discretion of the On-site Manager. Refer to Appendix B for information regarding real estate agent services.
- 3.5 If the lock to a Unit is changed, the handle/lever set or deadbolt may not be changed. Only the cylinder settings for the key may be changed. The new key must remain on the "master system" and rekeying must be performed by Rueschoff Locksmith. An Owner is required to provide the On-site Manager with a copy of the new key(s) that will be securely stored and used in the case of emergencies. If Management does not have access to a Unit using a provided key, forcible access will be achieved at the Owner's expense in the event of an emergency.
- 3.6 If a new deadbolt is added to a Unit, it must match the Corbin handle/lever set, be supplied and installed by Rueschoff Locksmith, and the lock and new key must remain on the "master system." An Owner is required to provide the On-Site Manager with a copy of the new key(s) that will be securely stored and used in the case of emergencies. If Management does not have access to a Unit using a provided key, forcible access will be achieved at the Owner's expense in the event of an emergency.
- 3.7 The Owner of a Unit is responsible for all actions or behaviors of those to whom the Owner has given keys or fobs.

#### **4. Common Areas**

- 4.1 Owners should refer to the definition of Common Areas and Limited Common Areas as set out in the Declaration, as may be amended from time to time.
- 4.2 There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board except as in these Rules and Regulations or in the Declaration or Bylaws expressly provided.
- 4.3 Personal items, including, without limitation, plants, tables, exercise equipment and furniture, may not be placed in the Common Area hallways or other Common areas without the prior written consent of the Board. Any items placed in such areas without the Board's prior written consent, may be removed and disposed of *as arranged* by the Board at Owner's expense. Where the Owner is identifiable, the Board shall first request that the Owner of such item remove or dispose of the item. If the Owner is not identifiable, the item will be disposed of *as arranged by the Board*.



- 4.4 Individuals may make monetary donations toward Bella Sera improvements or projects by sending the amount *payable to the BSCA to the HOA Manager* and designating the amount **toward a specific budget line**. *All Common Area improvements or projects must be 1) identified in an approved budget OR 2) approved by the Board.*
- 4.5 For the hall area immediately adjacent to and serving an Owner's Unit, personal items may be placed in this area but cannot obstruct the main hallway or pose safety or public health issues.
- 4.6 Playing in hallways, elevators, stairwells, driveways, and parking areas is prohibited.
- 4.7 Doors to the building and doors leading to Common Area hallways may not be propped open. Building security must be maintained at all times.
- 4.8 Existing HOA electrical outlets in the Common Areas may be occasionally used for the convenience of Owners or lessees/tenants to charge mobile phones, laptops, and/or I-pads and/or use a vacuum cleaner. Exceptions involving more than occasional use must be presented to the On-site Manager for consideration.
- 4.9 Common Area or Limited Common Area power sources may not be used to charge plug-in hybrid vehicles or fully electric vehicles unless the Owner is enrolled in the HOA-approved **Charging Station Program**.

## **5. Balconies, Walkways, Patios, Terraces, and East Lawn**

- 5.1 All balconies, walkways, patios, terraces, *and East Lawn* shall be kept neat and clear of any obstructions that could affect the safety of others. The areas shall not be used for storage.
- 5.2 Only patio furniture; plants; décor; and electric, natural gas, and propane gas grills may be kept on balconies, patios, and terraces. All propane tanks must be secured in a tank enclosure and not visible. Natural gas grills may be used if there is a pre-existing outside natural gas connector that is available for that Unit. Grills using charcoal, wood pellets, or similar material are not allowed to be kept or used on individual balconies, patios, terraces, *or the East Lawn*. Electric, natural gas, and propane gas smokers are not allowed on individual balconies, patios, terraces, *or the East Lawn* except on penthouse terraces, providing the smoke does not reach or create a nuisance for other Units.
- 5.3 Owners/Residents/lessee or tenant may not paint, puncture, or alter the appearance of any exterior portion of the Building, including the walls and ceilings of a balcony, patio, and terrace area. In addition, railings of a balcony, patio, and terrace area may not be altered.

- 5.4 Owners/Residents/lessee or tenant may not hang or wrap decorations, lights, wind chimes, bird/squirrel feeders, towels, clothing, or flags from railings and/or walls of balconies, terraces, or patios. The use of picture or adhesive hanging hooks is strictly prohibited on all stucco/EFIS surfaces, as this will damage the integrity of the building surface.
- 5.5 Window boxes may be hung on the inside of balcony railings; however, plant material must be kept inside the balcony area.
- 5.6 No new tiling of balconies will be allowed, in order to preserve the integrity of the building. All existing tiled balconies will be inspected and evaluated for moisture encroaching into building surfaces.
- 5.7 No clothes lines, racks or hangers shall be constructed, used, or installed on balconies, walkways, patios or terraces except within a completely enclosed area of a Unit.
- 5.8 No exterior lighting/light fixtures shall be placed on the Building or on the exterior of the Building, except as originally installed by the Community Association or as may be permitted or approved by the Board of Directors.
- 5.9 Owners should be aware of the hazards of strong winds and storms, and ensure that patio furniture, plants, decor and grills placed on balconies, patios and terraces are stable and secure.
- 5.10 Owners shall be assessed for the expense to remove any inappropriate items on balconies, patios or terraces if not removed in accordance with written notification by the On-site Manager.

## **6. Window Treatments**

- 6.1 An Owner may apply any neutral window treatments or other window decoration to the interior of such Owner's Unit regardless of whether such treatment or decoration is visible from exterior of the window.
- 6.2 If any such window treatments or decoration is or shall become an annoyance to the other Owners or which detracts from the appearance of the Condominium Property, in the determination of the Board, then the Board may require such Owner to remove any such window treatment or decoration at the expense of the Owner.

## **7. Trash Disposal**

- 7.1 All trash and garbage shall be bagged (and as necessary, double-bagged) and securely tied before being placed in the trash chutes, dumpsters, or designated trash receptacles located throughout the Condominium Property. Heavy items should be taken directly to the dumpster.
- 7.2 No garbage shall be left in front of a Unit's door, on balconies, or in any Common Areas other than in dumpsters or in designated trash receptacles
- 7.3 Recyclables should be deposited in the recycle dumpster located on the west side of the building
- 7.4 Owners shall be responsible for the proper and timely disposal of trash including furniture and large quantities of trash or recyclables.
- 7.5 Each Owner shall be responsible to ensure that the Common Areas shall be kept free and clear of garbage, litter, rubbish, debris and other unsightly materials.
- 7.6 Each Owner is responsible for ensuring the proper closure of trash chute doors. If the doors are not operating correctly, the Owner shall report the malfunction to the On-site Manager immediately at [Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com).

## **8. Storage Lockers and Assigned Garages**

- 8.1 All Owners are responsible for keeping the storage lockers and any assigned garages clean, with the door securely closed and locked.
- 8.2 No combustibles, perishables or items that may constitute a nuisance shall be stored in the storage lockers and assigned garages.
- 8.3 All items shall be stored within the confines of the locker space and assigned garage and may not be visible from the outside of the locker space or assigned garage. Items left outside the locker space or assigned garage are subject to being removed and disposed of by the On-site Manager at the Owner's expense after first attempting to notify the Owner.
- 8.4 Owners shall provide the On-site Manager with a copy of the key or combination lock code for their assigned storage units or assigned garages to be used only in the event of an emergency. If an Owner changes the lock or code to an assigned storage unit or assigned garage, the Owner must provide a copy of the new key or the code to the On-site Manager. The key or code will be securely stored and used in the case of emergencies. If the Management does not have access to a storage unit or assigned

garage using a provided key or code, forcible access will be achieved at the Owner's expense in the event of an emergency.

- 8.5 Neither the Community Association nor its Board or On-site Manager shall be responsible for the loss of or damage to any property in the storage lockers or assigned garage.

## **9. Garage or Yard Sales**

- 9.1 Yard sales and garage sales are expressly prohibited and may not be conducted on any part of the Condominium Property.
- 9.2 However, in its sole and absolute discretion, the Board may authorize a property-wide yard sale for no more than two days in any one calendar year. If authorized, the timing and location of the yard sale shall be determined by the Board.

## **10. Fire Safety Devices and Use of Fireplaces**

- 10.1 Functioning smoke detectors are required by City Code to be placed in each Unit. Each Owner shall be responsible, at the Owner's sole cost and expense, for service; upkeep, including battery replacements; and any device replacement necessary to meet the Code requirement.
- 10.2 Each Owner shall further be responsible to notify On-site Manager of the need for any service to the fire sprinkler system within an Owner's Unit
- 10.3 Each Owner shall be responsible for the costs and expenses to replace, repair, maintain or service any damage to the fire sprinkler system caused by such Owner or such Owner's family, guests, and visitors, agents, employees, licensees and lessees/tenants.
- 10.4 Fire warning devices and safety equipment are to be used only in case of emergency. The intentional sounding of an alarm, outside of an emergency situation or permitted test of the alarm system, shall constitute a violation of these Rules and Regulations. The Board may issue a special assessment against the Owner for costs and expenses incurred arising out of such intentional sounding.
- 10.5 Fireplaces and grills should not be operated in the absence of occupants.

## **11. Pest Control Services**

- 11.1 Pest control services will be conducted routinely for the building, including individual units, at the expense of the Community Association.

- 11.2 Entry into Units for the purpose of pest control services will be made according to the provisions in Section 3.0 of these Rules and Regulations.
- 11.3 The Board reserves the right to charge an Owner for any pest problems created or exacerbated by an Owner or by the condition in which such Owner's Unit or Storage Unit is kept.
- 11.4 Any additional pest treatments requested by an Owner shall be at the Owner's sole cost and expense.
- 11.5** *The use of compost piles in any Common Area is prohibited to reduce the likelihood of attracting rodent and pest populations.*

## **12. Noxious and/or Offensive Activity**

- 12.1 Noxious and/or offensive activities are prohibited in any Unit or Common Area.
- 12.2 Any activity conducted, either willfully or negligently, which may be or become an annoyance or nuisance to other Owners or occupants, is prohibited.

## **13. Noise**

- 13.1 No Owner shall make or permit any disturbing noises in or outside of the Condominium Property by the Owner, the Owner's family, guests, visitors, employees, agents, licensees, lessees, or tenants, nor permit anything by such persons that will interfere with the rights, comfort, or convenience of other Owners.
- 13.2 No Owner shall play upon, or allow to be played upon, any musical instrument or operate or allow to be operated, a stereo, phonograph, television set or radio in the Unit or in the Common Areas if the same shall disturb or annoy other occupants of the Building or neighbors around the Condominium Property.
- 13.3 Amplified sound shall not be permitted.
- 13.4** Bella Sera or Owner-sponsored events that are inclusive or open to all Bella Sera residents, visitors, and guests may include aspects of music if the music does not disturb, annoy, or interfere with the rights, comfort, or convenience of other occupants of the Building or neighbors around the Condominium Property.

## **14. Firearms and Explosives**

14.1 Explosives or any firearms prohibited by law are strictly forbidden in, on, or about the Condominium Property.

14.2 The use of fireworks is strictly forbidden in, on or about the Condominium Property.

## **15. Smoke-Free Property**

15.1 Bella Sera is a smoke-free property. Smoking of any kind is strictly prohibited in any Common Areas, including, without limitation, the garage, hallways, stairways, elevators, entryways, guest suites and common terraces and lawns, all of which are hereby designated as “No-Smoking” areas. Owners shall ensure that this designation shall be followed by the Owner and the Owner’s family, guests, visitors, employees, agents, licensees, and lessees/tenants at all times.

15.2 Smoking is prohibited in all Residential Units, including the Owner’s balcony, patio or terrace. Owners shall ensure that this designation shall be followed by the Owner and the Owner’s family, guests, visitors, employees, agents, licensees, and lessees at all times.

15.3 Office Units in the Condominium Property are subject to federal, state and local laws and regulations related to smoking in a work environment.

15.4 Individuals who violate this provision will be charged for remediation costs by the On-site Manager. Owners will be responsible for the actions of their family, guests, visitors, employees, agents, licensees, and lessees/tenants.

## **16. Pets**

16.1 All pets must be registered with the On-site Manager before the pet starts living in the Owner’s Unit. The *Pet Registration Form* is available from the On-site Manager.

16.2 All pets must comply with federal, state and local codes and regulations, including but not limited to, proper vaccinations and licensing, and the pet requirements identified in the Bella Sera forms posted on the Website and in these Rules and Regulations.

16.3 Domestic animals (including by way of illustration and not limitation, dogs, cats, hamsters, birds, reptiles, amphibians, and fish) may be kept by an Owner as household pets in the Unit; provided, the household pet does not constitute a nuisance or threat to other people, pets, or to Bella Sera property and the Owner abides by any rules or

regulations relating to household pets from time to time adopted or approved by the Board.

- 16.4 Pets must be restricted to the Unit or kept on leash at all times when outside of the Owner's Unit. Pets may not be tied to trees or fixtures in the Common Areas or left unattended. *When entering, using, and exiting the elevator, keep your pet close to you. Elevator doors close quickly, and if a floor button has been activated, the elevator will immediately move to that floor.*
- 16.5 Pet owners are responsible for cleaning up and properly disposing of any messes created by their pets in **any part of the interior Common Area**, including, but not limited to urination, defecation, emesis and excessive shedding. In addition, the pet owner is to report such situations to the On-site Manager. If the area is not cleaned sufficiently or appropriately by the pet owner, the Board will charge the pet owner the cost of having the area professionally cleaned. This cost will be added to the Owner's HOA dues invoice.
- 16.6 Pet owners are responsible for cleaning up and properly disposing of any messes created by their pets in **any part of the exterior Common Area**, including the East Lawn.
- 16.7 No dangerous or fractious animals will be permitted on the premises.
- 16.8 Pets shall not be kept, bred, or maintained for commercial purposes in any Unit.
- 16.9 Pets must not be allowed to bark excessively or otherwise disturb other residents.
- 16.10 All pets must be maintained in a clean and odor free manner.
- 16.11 It is the responsibility of any pet owner to comply with all Rules and Regulations relating to the pets. If any pet owner fails to comply with these Rules and Regulations relating to pets or if any pet creates a nuisance or unreasonable disturbance or noise, the On-site Manager may take action including but not limited to imposing a sanction or having the pet permanently removed from the Property.
- 16.12 A resident shall not attempt to circumvent the intent of these Rules and Regulations by claiming to be engaged in pet sitting.

## 17. Signs

- 17.1 Further to the Declaration, signs, posters and notices related to only issues and services for the Owners shall be posted in the mailroom. Signs, posters and notices shall be removed within 24 hours after the event or when the content is outdated or no longer pertinent.

- 17.2 Only announcements of Community Association events may be posted in the elevators and then within a time frame that is relevant for the event being advertised. Announcements shall be removed immediately after the event.
- 17.3 No commercial advertisements are permitted in the Common Areas except in accordance with the Declaration.
- 17.4 No signs or decorations can be taped, posted, or adhered to the inside walls, ceilings, wooden doors, or outside walls of the Condominium property.
- 17.5 “For Sale” signs are not permitted anywhere on the property or in the building.
- 17.6 A sign advertising an “Open House” can be posted on the property but only on the day of the open house and must be removed immediately after the event.

## **18. Parking Garage, Parking Areas and Driveways**

- 18.1 **All traffic and parking signs in the *Parking Garage, Parking Areas and Driveways* shall be strictly observed. The speed limit within the *driveways and identified parking areas of the Common Areas* shall be no more than ten (10) miles per hour. It is essential to use caution especially when driving in the garage.**
- 18.2 Parking for building occupants and visitors is available in designated outside parking stalls located on the south and west sides of the building. Additional parking may be available for special events hosted by Residential Unit Owners or their residential lessees, *but the number of spaces cannot be guaranteed. Information about additional parking is available on the Bella Sera website and on the Event Reservation Form.*
- 18.3 No parking is permitted in the circle drive in front of the main entrance, in the circle drive east of the building, *or on the East Lawn. As directed by the On-site manager, the East Lawn may be temporarily used for Residential Unit Owners,, their residential lessees, or Management parking if the garage is not accessible or needs to be cleared of parked vehicles. Because of liability concerns, the East Lawn may not be used by Owners, lessees, tenants or guests for event parking.*
- 18.4 Because of limited space and to protect the security of all Unit occupants, the parking garage shall be used only by Residential Unit Owners or their residential lessees, their guests, and their personal housekeepers.
- 18.5 Commercial vehicles (i.e., those with a commercial license or those equipped for the delivery of commercial services) **may not be parked in the garage or in any circle drive.** However, contractors working in association with the property manager may receive permission to *temporarily* park in the garage, in any circle drive, or on the *East Lawn. An Owner who is having work done in the Owner’s Unit that involves multiple*



*construction vehicles needs to consult with the On-site Manager regarding permission to have the construction vehicles temporarily park on the East Lawn.*

- 18.6 Residential Unit Owners or their residential lessees, their guests, and their personal housekeepers may park vehicles only in the spaces assigned to the Owner's unit and designated as such Owner's parking space.
- 18.7 Each Residential Unit Owner must retain in his/her assignment of no less than two (2) parking spaces per Residential Unit.
- 18.8 Assigned parking spaces of a Residential Unit Owner can be temporarily used by another Residential Unit Owner or Residential Lessee by another Residential Unit Owner or Residential Lessee with the Owner's permission, but the parking space cannot be sold or leased. If the Owner sells his/her Residential Unit, the temporary use by another Owner or lessee is terminated.
- 18.9 All vehicles parked in the parking garage must be in good working condition. No inoperable vehicles, including motorcycles, mopeds or motorized scooters, shall be stored in the parking garage or on the Bella Sera property.
- 18.10 Parking spaces (parking garage and outside stalls) may not be used for storing items, including, but not limited to, storage cabinets, work benches, toys and pool items. No parking space may be used to store trailers, boats, campers or similar devices.
- 18.11 Parked vehicles cannot extend beyond the space of the designated parking stall or space.
- 18.12 Motorcycles, mopeds and motorized scooters shall be parked only in their owner-specific designated parking spaces and shall not be parked or stored in or on Common Areas, including, without limitation, entryways, balconies, terraces, or within the Unit.
- 18.13 Bicycles must be parked in areas designated by the Board as bicycle parking areas. . *These bicycle parking areas are located inside the parking garage. Contact the On-site Manager for specific locations. Bicycles are to be parked in owner-purchased bicycle racks that are not permanently attached to any part of the parking area. Bicycles parked in the bicycle parking areas must be marked with the owner's name and unit number. Any bicycle that appears to be abandoned, unusable, and/or is unmarked will be removed from the parking garage and discarded.*
- 18.14 Any vehicles that are in violation of these Rules and Regulations or the designated limitations or restrictions established by the Community Association, including, without limitation, any vehicle parked in fire lanes, designated dumpster areas, no parking zones, or on the grass may be towed by the Board or On-site Manager at the Owner's expense and without notice to the vehicle owner.

- 18.15 All vehicles parked in the parking garage, including motorcycles, mopeds, bicycles and motorized scooters, must comply with the rules set forth in these Rules and Regulations.
- 18.16 The Board or Management Company shall not be liable for any vehicle or expenses incurred as a result of the vehicle being towed or as a result of other items being disposed of that contravene this provision.
- 18.17 Existing HOA electrical outlets in the parking garage and parking areas may be occasionally used for the convenience of Owner's or lessees to charge mobile phones, laptops, I-pads, and/or vacuum cleaners. Exceptions involving more than occasional use must be presented to the On-site Manager for consideration.
- 18.18 Common Area or Limited Common Area power sources may not be used to charge plug-in hybrid vehicles or fully electric vehicles unless the Owner is enrolled in the HOA-approved **Charging Station Program**. Owners will direct pay the HOA-approved charging station provider, with the provider then reimbursing the cost of the power used to the HOA. In addition, all costs associated with the HOA Management-arranged purchase and installation of wiring needed for a connection, the charging station and the charging station pedestal will be the responsibility of the Owner. The mounted and secured charging station and its pedestal become the property of the Owner. Contact the On-site Manager at [Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com) for information and enrollment.

## **19. Use of Activity-purposed Vehicles (Motorized/Non-motorized)**

- 19.1 To protect the safety of all residents, no vehicles, whether motorized or not, including, without limitation, bicycles, unicycles, tricycles, roller blades, skateboards, scooters, or similar devices shall be ridden, used or operated within any interior areas of the Building; in the parking garage; on the driveways or sidewalks on the Condominium property; or on the Lower and East Upper terraces. The device can be pushed or carried from its storage area to an area where it can be used safely and as intended.
- 19.2 An exception to this provision will be made for vehicles or devices used for health or mobility reasons.
- 19.3 Bicycles, tricycles, unicycles, roller blades, foot-propelled scooters or similar devices, and small-motorized vehicles designed for children's use only (e.g., plastic jeep or car) can be ridden, used or operated on a designated portion of the West Upper Terrace. Skateboards or any device that may become separated from the operator are not to be used in this designated area.
- i. An adult must be present at all times with children riding these devices.
  - ii. Equipment used cannot be stored on the Terrace area.

- iii The area cannot be reserved.
- iv. Rules pertaining to noise control, liability and owner responsibilities apply to the use of this area.

## **20. Vehicle Repair**

- 20.1 No repair, rebuilding, or maintenance of any vehicle shall be permitted on the Common Areas, including, without limitation, in the garage or other parking areas. This restriction shall include, but is not limited to, automobiles, trucks, campers, trailers, motorcycles and boats. The use of gasoline and/or other combustibles for cleaning or for any other purpose is strictly prohibited on the property.
- 20.2 Owners shall be responsible for ensuring their vehicles do not leak fluids onto the pavement in Common Areas. Any costs incurred by the Community Association to remove and clean such fluid and stains from the pavement shall be assessed against the Owner whose vehicle leaked such fluid or caused such stain.
- 20.3** It is permissible to have a professional repair service provide quick, temporary repairs (e.g., tire change, battery jumps) inside the garage setting. However, large service vehicles/trucks are not allowed in the garage area based on the possibility of damaging other garage vehicles or garage structures.

## **21. Maintenance Requests**

- 21.1 Owners are responsible for taking care of routine and emergency maintenance in relation to their own Units.
- 21.2 Owners wanting to hire the services of MPM for maintenance/repairs of their individual Units are to contact the On-site Manager at [Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com). Verbal requests will not be considered.
- 21.3 Any non-emergency maintenance requests an Owner believes are the responsibility of the Community Association in accordance with the Declaration shall be submitted by e-mail or written note/letter to the On-site Manager ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)) or Board. Verbal requests will not be considered.
- 21.4 Emergency maintenance requests an Owner believes are the responsibility of the Community Association in accordance with the Declaration shall be directed to the On-site Manager via e-mail ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)) or phone (785-832-2800). After 11:00 AM or on weekends/holidays, call Midwest Property Management's office number 785-841-4935.

- 21.5 With respect to any ambiguity in the Declaration as to whether such maintenance is the responsibility of the Community Association, or the Owner shall be resolved by determination of the Board and such determination shall be binding on the Owner. The Board shall ensure that the determination of any ambiguity in maintenance responsibilities shall be consistently applied to all Owners.
- 21.6 If the required repairs or replacements, for which the Community Association is responsible, are due to the neglect or misuse by the Owner, the Owner's family, guests, visitors, employees, agents, licensees, or lessees/tenants, the Owner shall be assessed for all costs incurred related to repair and replacement costs, including labor.
- 21.7 Nothing in these policies shall require the Community Association to perform maintenance, repair or replacement of those items that shall be the responsibility of the Owner as more fully set forth in the Declaration and as determined by the Community Association.

## **22. Modifications of Units**

- 22.1 Each Owner shall maintain his or her Unit in good order and repair in accordance with the provisions of the Declaration, Bylaws and Rules & Regulations, at the expense of such Owner.
- 22.2 The Owner of a Unit, at the Owner's sole cost and expense, may modify the **interior** of the Owner's Unit providing the modification is in accordance with: Bella Sera's Declaration, Bylaws, Rules & Regulations; all laws, regulations, codes, and ordinances; and, the approved *Unit Modification Request Form*. Workmanship must be consistent with the quality of the building. **No changes can be made that alter the structure or appearance of the Unit's exterior.** This includes the Units: balcony, patio or terrace; exterior doors; and the hallway adjacent to the unit.
- 22.3 **Changes cannot be made to an Owner's Unit that involve any of the following:**  
1) installation, relocation, movement and/or abandonment (capping, disconnection) of plumbing and/or gas lines; and/or 2) changes or additions to the Unit's wiring or electric service panel **without the Unit Owner submitting a *Unit Modification Request Form* and receiving its approval from the property management company at least 30 days prior to the start of a modification project. No new penetration or cutting of any concrete floor is allowed.** A copy of all applicable City of Lawrence building permits must be submitted to the On-site Manager prior to the start of the project. Owners are encouraged to contact the On-site Manager ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)) prior to the planning phase of any project.

## 23. Using Contractors for Work in Units

- 23.1 In addition to submitting and obtaining approval of the *Unit Modification Request Form* (as appropriate), written notice of any construction, remodeling, alterations, finishing, improving or making of additions, whether Owner's Improvements or otherwise, shall be provided to the On-site Manager in writing (letter/note) or e-mail ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)). This notification needs to be made as far as possible in advance so that property-protective actions can be taken. Such actions may include notifying Owners (where appropriate), padding and reserving elevators, installing floor or carpet adhesive floor covering (see 23.2 below), ensuring that the Owner provides appropriate and timely cleaning and disposal of trash and debris and limiting disruption or disturbance to other Owners.
- 23.2 The Owner is responsible for purchasing and installing the Management-approved and provided floor or carpet adhesive covering for the elevator carpeting and the hall pathway to the Owner's Unit if there is any chance that the elevator and/or hallway carpets can be damaged, stained or soiled caused by construction or moving items from or into a Unit. The Owner is responsible for any cost associated with the repair and/or cleaning of carpet that has been damaged, stained or soiled in the process. Contact the On-site Manager in writing (letter/note) or e-mail ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)) for information about obtaining the provided, Management-approved floor or carpet adhesive covering and its installation instructions.
- 23.3 The Board requires Liability Insurance Certificates from all commercial contractors performing work on Bella Sera property, including the Common Area, Residential Units and Office Units. Unit Owners are required to provide the On-site Manager with the contractor's Liability Insurance Certificates prior to any work being conducted in the Unit.
- 23.4 Any construction shall be undertaken and completed with diligence and in such a manner as not to unreasonably interfere with or constitute an annoyance or nuisance to the enjoyment of the Units of the other Owners.
- 23.5 Any construction, alterations, finishing, improving or making of additions, whether Owner's Improvements or otherwise, shall only take place between the hours of 8:00 a.m. to 6:00 p.m.
- 23.6 Owners are responsible for clean-up and disposal of dust, dirt, trash and any other items after any construction work is undertaken by the Owner. If arrangements for such clean-up or disposal are deemed insufficient, the Manager will remediate the site at the Owner's sole cost and expense.
- 23.7 Except as otherwise authorized in writing by the Board, nothing shall be added to, altered or constructed in or removed from the Common Areas.

- 23.8 In cases of construction work undertaken by the Community Association, the Community Association will arrange for and cover the costs of clean up or disposal related to such work.
- 23.9 Commercial vehicles (i.e., those with a commercial license or those equipped for the delivery of commercial services) **may not be parked in the garage or in any circle drive**. However, contractors working in association with the property manager may receive permission to *temporarily* park in the garage, circle drive, or on the *East Lawn*. *An Owner who is having work done in the Owner's Unit that involves multiple construction vehicles needs to consult with the On-site Manager regarding permission to have the construction vehicles temporarily park on the East Lawn.*
- 23.10 Equipment used in the construction or remodeling work cannot be stored, set up or activated in the parking garage, Common Areas, or hallways of Bella Sera.

## 24. Delivery or Removal of Items

**Note: Also refer to *Frequently Asked Questions about Buying, Selling, and Moving In and Out* document located on the Bella Sera website.**

- 24.1 When furniture, appliances, pianos or other large or heavy items are to be delivered to or removed from Bella Sera, Owners shall notify the On-site Manager at least 48 hours in advance for any delivery or removal of such items so that preemptive actions can be taken. Such actions include, but are not limited to, notifying Owners (where appropriate), padding and reserving elevators, taking measures to protect property, ensuring the appropriate and timely cleaning and disposal of trash and debris, and limiting disruption or disturbance to other Owners.
- 24.2 The Owner is responsible for purchasing and installing the Management-approved and provided floor or carpet adhesive covering for the elevator carpeting and the hall pathway to the Owner's Unit if there is any chance that the elevator and/or hallway carpets can be damaged, stained or soiled caused by construction or moving items from or into a Unit. The Owner is responsible for any cost associated with the repair and/or cleaning of carpet that has been damaged, stained or soiled in the process. Contact the On-site Manager in writing (letter/note) or e-mail (Bellaseramanager@gmail.com) for information about obtaining the provided, Management-approved floor or carpet adhesive covering and its installation instructions.
- 24.3 The delivery or removal of large or heavy items shall not be permitted through the front door and lobby area. To protect the granite flooring in the front entrance, lobby and living room areas, the delivery or removal of large or heavy items must be completed

through the garage. Rule of Thumb: If you cannot carry the item by yourself, it must come through the garage.

24.3 The delivery of small or light items (Fed Ex, UPS, USPS, and flowers) shall be permitted through the front door and lobby area. All other deliveries, including Amazon Logistics and other contract deliveries, must leave packages on the table in the front vestibule.

## APPENDIX A

### Reservation and Use of Building Amenities

#### **A1. Reservation and Use of Building Amenities**

- A1.1 The amenities are for the enjoyment and use of Resident Unit Owners (Residential and Office) and lessees. Reservations may only be made for events hosted by a Resident Unit Owner or Residential Unit Lessee. Unit Owners are ultimately responsible for the actions and behaviors of any guests using the building facilities/amenities. Compliance with these rules protects all Owners, their property, and the property of the Community Association.
- A1.2 In the case a Residential Unit is leased, the lessee is entitled to use the building facilities/amenities in lieu of use by the Residential Unit Owner.
- A1.3. The On-site Manager is responsible for overseeing the reservation process for amenities including but not limited to obtaining a completed reservation form, inspecting reserved spaces before and after reservations, making arrangements for supplementary cleaning, and invoicing and collecting payment for supplementary cleaning and/or damage fees.
- A1.4 The Reservation Form will require specifying how safety, security and resident well-being will be maintained during an event. This would include, but not limited to, regulating access to the building, moderating inappropriate behavior, and controlling noise levels.
- A1.5. It is the responsibility of the Resident Unit Owner (Residential and Office) or Residential Unit Lessee to supervise any events they host, to follow the Rules and Regulations, to appropriately clean up following the event, and the venue returned to its original condition. For information regarding clean-up, refer to the relevant Bella Sera Cleanup Checklist, copies of which will be left in each of the amenity areas.
- A1.6 Maintenance and/or safety concerns should be reported to the On-site Manager in writing. Contact the On-site Manager at the listed Emergency Contact number for emergency maintenance concerns or the Lawrence police for emergency safety concerns.



## **A2. Guest Suites**

- A2.1 Guest Suites, as designated by the Community Association, are available for reservations made by Resident Unit Owner (Residential and Office) or Residential Unit Lessee. Reservations may be made up to six months in advance, through the On-site Manager. Confirmed reservations will be noted on the website calendar.
- A2.2 A Resident Unit Owner or Residential Unit Lessee shall complete a *Guest Suite Reservation Form* and submit it to the On-site Manager to make a reservation. Verbal arrangements will not be accepted. Confirmed reservations will be noted on the website calendar.
- A2.3 For all Guest Suite reservations, check-out will be by 11:00 a.m. and check-in will be at 3:00 p.m.
- A2.4 Guest Suite fobs must be picked up from the On-site Manager by the Resident Unit Owner or Residential Unit Lessee on the start day of the reservation and returned on the last day of the reservation by Resident Unit Owner or Residential Unit Lessee to the On-site Manager. Fobs will be considered lost if they are not returned on the last day of the reservation and Resident Unit Owner will be assessed a fee for a new fob to be made in the amount determined by the Board.
- A2.5 Availability of such Guest Suites is not guaranteed as such Guest Suites are reserved on a first come, first served basis. The On-site Manager shall maintain and manage a waitlist in the event there are conflicting requests for the same dates.
- A2.6 A Resident Unit Owner or Residential Unit Lessee may reserve a Guest Suite for no more than 14 calendar nights in one calendar year (regardless of the number of units owned). A Resident Unit Owner or Residential Unit Lessee may reserve both Guest Suites simultaneously. In such cases, each Guest Suite night reserved counts towards the yearly allocation.
- A2.7 If a Resident Unit Owner or Residential Unit Lessee has used their 14 night allotment for the calendar year, and a Guest Suite is available, the Resident Unit Owner or Residential Unit Lessee may make a “conditional” reservation.
- A2.8 If a Resident Unit Owner or Residential Unit Lessee has a “conditional” reservation, the conditional reservation may be taken back if a Resident Unit Owner or a Residential Unit Lessee who has not used the 14 night allotment requests to reserve a Guest Suite 31 days in advance of the desired reservation. If no such request is made by another Resident Unit Owner or Residential Unit Lessee, the conditional reservation will be confirmed by the On-site Manager 30 days in advance of the desired reservation date.

- A2.9 If a Resident Unit Owner or Residential Unit Lessee needs to cancel a Guest Suite reservation, the Resident Unit Owner or Residential Unit Lessee must do so 48 hours in advance of the reservation start date by written notice or a one night charge will be imposed.
- A2.10 The use of the Guest Suites will require a cleaning fee and a usage fee. A usage fee will be charged for each night, and the cleaning fee charged as noted in Section A2.11. Charges are subject to change.
- A2.11 A cleaning fee will be levied for all stays. For stays for longer than one week, a cleaning fee will be levied per week. If extraordinary cleaning is required or if damage is sustained during a visit, an additional charge may be levied against the Resident Unit Owner. It will be the responsibility of the individual reserving the space to directly pay the person responsible for cleaning.
- A2.12 All payments and cleaning arrangements shall be made in advance through the On-site Manager.
- A2.13 The On-site Manager will arrange for the inspection and preparation of the Guest Suites prior to each use as well as cleaning and inspection after each use.
- A2.14 Pets are not allowed in the Guest suites at any time.
- A2.15 Smoking is not allowed in the Guest Suites.
- A2.16 A copy of these Rules and Regulations will be placed in each Guest Suite, and occupants must agree to abide by these Rules during their stay in the guest suites. The Resident Unit Owner or Residential Unit Lessee making the reservation are responsible for all actions of their guests; however, ultimately, the responsibility lies with the Resident Unit Owner. The Community Association will not assume responsibility for any loss or damage incurred by a guest.

### **A3. Living Room**

*Note: Name of Recreation Room or Great Room is changed to Living Room.*

- A3.1 The Living Room generally is open to all Resident Unit Owners and Residential Unit Lessees at all times. It has an occupancy limit of 150 persons.
- A3.2 The Living Room may be reserved by a Resident Unit Owner or Residential Unit Lessee through the On-site Manager up to 6 months in advance by filling out the *Event Reservation Form*. Verbal requests will not be considered. Confirmed reservations will be noted on the website calendar.

A3.3 If the Living Room is not cleaned sufficiently or appropriately after use, the Board will charge the Resident Unit Owner a cleaning fee, which will be collected by the On-site Manager. Costs for damages, should they occur, will be charged by the Board to the Resident Unit Owner. For Community Association-sponsored events no cleaning fee will be charged.

#### **A4. Kitchen**

A4.1 The **Kitchen** generally is open to all Resident Unit Owners or Residential Unit Lessees at all times, with the following exception:

The Kitchen may be reserved by a Resident Unit Owner or Residential Unit Lessee through the On-site Manager up to 6 months in advance by filling out the *Event Reservation Form*. Verbal requests will not be considered. Confirmed reservations will be noted on the website calendar.

A4.2 **No alcoholic drinks or beverages** can be stored in the refrigerator overnight and must be removed following the time of the event for which the alcoholic drinks and beverages were needed.

A4.3 The **Kitchen refrigerator and freezer** may be used to store food items **on temporary occasions up to 10 days**. Food items placed in the refrigerator and/or freezer must be 1) labeled with user's name and date of placement and 2) stored in proper airtight containers. Items remaining in the refrigerator or freezer over 10 days will be disposed of as facilitated by the On-site Manager. Condiments and non-alcoholic soft drinks may be kept in the refrigerator for longer than 10 days unless they are spoiled or beyond the expiration date. Owners are asked to be considerate of the space remaining after placing their items in the refrigerator and/or freezer. Contact the On-site Manager ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)) for an exception needed because of extenuating circumstances.

A4.4 Any food left temporarily in the **kitchen** should be 1) labeled with the Owner's name and date of placement and 2) placed in appropriate storage containers so as not to attract pests or insects.

A4.5 If the Kitchen is not cleaned sufficiently or appropriately after use, the Board will charge the Resident Unit Owner a cleaning fee, which will be collected by the On-site Manager. Costs for repair of any kitchen damage, should it occur, will be charged by the Board to the Resident Unit Owner. For Community Association-sponsored events no cleaning fee will be charged.

## **A5. Media Room, Library and Conference Room**

- A5.1 The Media Room, Library and Conference Room generally are available to all Resident Unit Owners and Residential Unit Lessees.
- A5.2 The Media Room, Library Room or Conference Room may be reserved by a Resident Unit Owner or Residential Unit Lessee through the On-site Manager up to 6 months in advance by filling out the *Event Reservation Form*. Verbal requests will not be considered. Confirmed reservations will be noted on the website calendar.
- A5.3 NEW The Library Room or Conference Room may be reserved for weekday, daytime use on a limited, intermittent basis by a Non-resident Office Owner or tenant. Reservations can be made through the On-site Manager up to 6 months in advance by filling out the *Event Reservation Form*. Availability of the areas, even with a reservation, cannot be guaranteed since use of the areas by Bella Sera board, committee, management, and resident groups has priority.
- A5.4 After use of the Media Room, Library or Conference Room, the room must be cleaned and any litter placed in the trash.
- A5.5 If the Media Room, Library or Conference Room is not cleaned sufficiently or appropriately after use, the Board will charge a cleaning fee to the Unit Owner ultimately responsible for the reserved area. The cleaning fee will be collected by the On-site Manager. Costs for repair of equipment or other damage, if they occur, will be charged by the Board to the Unit Owner ultimately responsible for the reserved area. For Community Association-sponsored events, no cleaning fee will be charged.
- A5.5 All equipment and lights must be turned off upon leaving, and equipment and remotes left for easy access by other users.

## **A6. Upper Terrace**

- A6.1 The Upper and Lower Terraces are for the general enjoyment of all Resident Unit Owners or Residential Unit Lessees. The Upper Terrace is the outdoor terrace with the outdoor grill. The Lower Terrace is the area around the Pool.
- A6.2 The Upper Terrace may be reserved by a Resident Unit Owner or Residential Unit Lessee through the On-site Manager up to 6 months in advance by filling out the *Event Reservation Form*. Verbal requests will not be considered. Confirmed reservations will be noted on the website calendar.

- A6.3 The outdoor kitchen and grill are to be wiped clean after use. To clean the grill, the grill should be set to “high” then brushed to remove residual food particles, then turned off after use.
- A6.4 If the Terrace, and in particular the grill, is not cleaned sufficiently or appropriately after use, the Board will charge the Resident Unit Owner ultimately responsible for the reservation a cleaning fee which will be collected by the On-site Manager. Cost for damages, should they occur, will be charged by the Board to the Resident Unit Owner.
- A6.5 No glass, including, but not limited to, bottles, dishes and glasses, is permitted on the Upper Terrace.
- A6.6 No pets are allowed on the Upper Terrace unless the pet is on a leash.
- A6.7 After use of the Upper Terrace, all litter should be removed and furniture should be placed in its appropriate location. Umbrellas on the terraces must be returned to their “down” position and securely tied after use, to avoid damage.

### **A7. Pool, Hot Tub and Lower Terrace**

- A7.1 The Pool, Hot Tub and Lower Terrace are for the enjoyment of Resident Unit Owners or Residential Unit Lessees. It is expected that the Resident Unit Owners and Residential Unit Lessees will **NOT** give out their building fobs to their guests to access the amenities **in the absence of the Resident Unit Owner or Residential Unit Lessee UNLESS the guests are immediate family members OR are staying in the Residential Unit Owner’s/Lessee’s unit or a Guest Suite.**
- A7.2 *The Pool and Hot Tub are open for use between Dawn and Dark. The Terrace hours are not fixed but noise must be kept to a minimum after 10:00 PM.*
- A7.3 **The Pool, Hot Tub and Lower Terrace may NOT be reserved.** *All users are asked to be respectful of others regarding the amount of pool space that will be used considering 1) the size of the pool; 2) the number of individuals in a group or in the pool; and 3) the use and size of pool toys/floats. **When planning to have a group that will be using increased pool space, please indicate the dates and times on the courtesy calendar in the mailroom so that other pool users can plan accordingly.***
- A7.4 To maximize the use, space, and enjoyment of the swimming pool, the following pool use times are followed:
- Until 11:00 AM: Pool is set aside for “adult” owners/lessees, residents/guests to “exercise” (e.g., swim, walk, stand, stretch) in the pool.
  - After 11:00 AM: Pool is open for any eligible user

**A7.5 There is no lifeguard on duty. All persons using the Pool and Hot Tub or on the Lower Terrace do so at their own risk.**

A7.6 Resident Unit Owners are responsible for the conduct and behavior of their guests and Residential Unit Lessees and will be liable for their guests' and Residential Unit Lessees' actions and any damages to the pool area.

A7.7 Children under the age of 16 on the Lower Terrace, Pool or Hot Tub area must be supervised by an adult at all times.

**A7.8 No pets are allowed on the Lower Terrace, or in the Pool or Hot Tub.**

A7.9 In order to maintain a safe and clean environment, the following rules must be followed:

- i. No food or drinks are allowed in the Pool or Hot Tub.
- ii. No glass, including, but not limited to, bottles, dishes and glasses, is allowed on Lower Terrace or pool or hot tub area.
- iii. No diving, running or horseplay is permitted at any time in the pool area or Lower Terrace.
- iv. Playing in the decorative ponds or waterfall is not permitted.
- v. The door to the pool supply room must remain locked at all times.
- vi. The door to the pool restroom must be closed firmly after use to avoid damage from wind and rain.
- vii. After use of the Lower Terrace, Pool or Hot Tub area, all litter should be removed and furniture should be placed in its appropriate location. Umbrellas on the terraces must be returned to their "down" position and securely tied after use, to avoid damage.
- viii. No toys or pool items may be stored in the upper or lower patio areas.

#### **A8. Fitness Center, Fitness Showers, Washrooms, Steam Room and Sauna (the "Fitness Facilities")**

A8.1 The Fitness Facilities are for the enjoyment of Resident Unit Owners or Residential Unit Lessees. It is expected that Resident Unit Owners or Residential Unit Lessees will not give out their building fobs to friends and family to access the amenities in the absence of the Resident Unit Owner or Residential Unit Lessee unless the guests are immediate family members or are friends and family staying in the Residential Owner's/Lessee's Unit or a Guest Suite.

A8.2 The Fitness Facilities are available at all times to Resident Unit Owners or Residential Unit Lessees.

A8.3 The Fitness Facilities may not be reserved.

A8.4 All persons using the Fitness Facilities do so at their own risk.

A8.5 Resident Unit Owners are responsible for the conduct and behavior of their guests and Residential Unit Lessees and will be liable for the actions of their guests and lessees. It is the responsibility of the Resident Unit Owner or Residential Unit Lessee to supervise their family and guests when using the Fitness Facilities. Cost for repair of equipment or damages resulting from the use of the Fitness Facilities will be charged by the Board to the Resident Unit Owner. It is also the Resident Unit Owner's responsibility to see that their family, guests, and Residential Unit Lessees know and abide by the Rules and Regulations.

A8.6 Children under the age of 16 must be supervised in the Fitness Facilities by an adult at all times.

A8.7 No pets are allowed in the Fitness Facilities.

A8.8 In order to maintain a safe and clean environment, the following rules must be followed:

- i. No food is permitted in the Fitness Facilities.
- ii. No glass, including, but not limited to, bottles, dishes and glasses, is allowed in the Fitness Facilities.
- iii. No horseplay is permitted at any time in the Fitness Facilities.

### **A9. East Lawn Garden**

*A9.1 The East Lawn Garden is for the general enjoyment of all Residential Unit Owners/lessees.*

*A9.2 All users of the East Lawn Garden are asked to be respectful of others regarding the amount of garden space used. Any individual using garden space needs to clearly identify the space used by garden stakes and/or string.*

*A9.3 Residential Unit Owners/lessees using the East Lawn Garden are responsible for all costs of planting, including plants, soil preparation, seasonal preparation, and maintenance of the Garden Area used.*

*A9.4. The use of chemicals or any product that may damage the soil or nearby plants is prohibited.*

*A9.5. Access to water via hydrant/hose for the Garden Area is provided. However, individuals are encouraged to minimize the use of water to only the amount needed for plant health.*

*A9.6. No pets are allowed inside the bordered Garden Area.*

**A9.7. *Projects for Improvements to the Garden Area must be approved by the Board of Directors prior to any improvement/project being acted on. An Owner presents a proposal that clearly specifies:***

- i. the intended project/improvement;*
- ii. the supplies needed;*
- iii. the cost of the proposed project/improvement and the Owner(s) accepting responsibility for all expenses associated with the project/improvement;*
- iv. how the project/improvement will be funded (also see Rule and Regulation 4.4);*
- v. if and/or how MPM maintenance staff may be requested to be involved, estimated hours, funding allocation for reimbursing MPM for staff time; and MPM approval of staff availability;*
- vi. who will be implementing the project/improvement (Owner, volunteer, contractor, company);*
- vii. who will be supervising the improvement/project (contact person);*
- viii. the anticipated timeline for completion;*
- ix. any ongoing or long-term upkeep of the project/improvement and the Owner who will be responsible for such;*
- x. if construction equipment or commercial vehicles will need access to the East Lawn (also see Rule and Regulation 18.5);*
- xi. the plan for any clean-up associated with the project/improvement; and*
- xii. Liability Insurance Certificate for contractors (see Rule and Regulation 1.16 for BSCA Liability Release and Waiver form).*

**A9.8. *Supplies needed for upkeep of the Garden Area may be kept in the Garden Room located in the garage area after approval of the On-site Manager is obtained or secured in an area located close to the Garden.***

**A9.9 *Products grown in the East Lawn Garden may not be removed by others without permission from the specific gardener.***



## APPENDIX B

### Sale of Unit and Moving In/Out

#### **B1. Sale of Unit**

- B1.1 Whenever an Owner intends to sell a Unit (residential or office), either by Owner or by engaging the services of a real estate broker/agent, the Owner must give the Board written notification of the intent to sell. If a real estate broker/agent is engaged, the Board is notified once a listing agreement is signed. When the Owner determines that the sale is “by Owner,” the Board will be notified of the intent to sell.
- B1.2 As per the Declaration, the Association will be notified of any offices for sale.
- B1.3 Potential buyers must be escorted by the listing agents at all times.
- B1.4 If an open house is planned for the sale of a specific unit, the Owner must notify the On-site Manager in writing and in advance of the open house giving the proposed dates and times of the open house.
- B1.5 A sign advertising an “Open House” may be posted on the property but only on the day of the open house and must be removed immediately after the event. Also refer to Section 17 if these Rules and Regulations regarding the use of signs.

#### **B2. Move-In and Move-Out**

- B2.1 Unit Owners MUST contact the On-site Manager in writing (letter/note) or e-mail ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)) at least one week prior to the scheduled move-in or move-out so that property-protective actions can be taken. Such actions may include notifying Owners (where appropriate), padding and reserving elevators, installing floor or carpet adhesive covering (see B2.2), ensuring that the Owner provides appropriate and timely cleaning and disposal of trash and debris and limiting disruption or disturbance to other Owners.
- B2.2 The Owner is responsible for purchasing and installing the Management-approved and provided adhesive floor covering for the elevator carpeting and the hall pathway to the Owner’s Unit if there is any chance that the elevator and/or hallway carpets can be damaged, stained or soiled caused by moving items from or into a Unit. The Owner is responsible for any cost associated with the repair and/or cleaning of carpet that has been damaged, stained or soiled in the process. Contact the On-site Manager in writing (letter/note) or e-mail ([Bellaseramanager@gmail.com](mailto:Bellaseramanager@gmail.com)) for information about

obtaining the provided, Management-approved adhesive covering and its installation instructions.

- B2.3 Move-ins and move-outs shall be scheduled, if possible, between 9 a.m. and 5 p.m. Monday – Friday.
- B2.4 Moves must be completed through the garage to protect the front doors, the granite flooring on the first floor, and the lobby/living room areas (see Rules and Regulations, Section 24).
- B2.5 Moving truck parking is located on the driveway, east of the building, and immediately in front of the dumpster and garage door. Please take care to make certain that other owners can enter and exit the garage. Also refer to Rules and Regulations, Section 18.
- B2.6 *Vehicles and moving trucks used by or for Bella Sera Owners or lessees may not temporarily use or park on the East Lawn without the resident obtaining prior permission from the On-site Manager. Also see Section 18. Parking Garage, Parking Areas, and Driveways for more information.*
- B2.7 New residents must register pets (if any) in advance of or on the move-in day. Obtain the registration form from the On-site Manager and return the completed form to the On-site Manager. See Rules and Regulations, Section 16 for additional rules and regulations pertaining to pets.

**NOTE: Refer to the Frequently Asked Questions about Buying, Selling, and Moving In and Out document located on the Bella Sera website.**

- How do I get information about the Association?
- Who manages the property?
- Why will I be required to provide essential personal contact information?
- What is covered with the Home Owner Association dues?
- What accounting firm does Bella Sera use?
- How are dues paid?
- Is there a fee at closing?
- What utility companies do I need to notify?
- What information do I need to know about move in/out day?
- What information do I need to know about keys (unit, storage unit and mail) and fobs (building access and garage)?
- What do I need to know about trash and recycling? (Also see Rules and Regulations, Section 7. Trash Disposal.)
- What do I need to know about window washing and patio cleaning?
- When will I receive a tour of the building and learn how equipment works?

- Do I need to make special arrangements if I have new furniture delivered after my move? (Also see Rules and Regulations, Section 24. Delivery or Removal of Items.)