

**NANTUCKET LANDING
CONDOMINIUM OWNERS' ASSOCIATION,
INC.**

RULES AND REGULATIONS

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Section 1: Management of the Association

1. Board of Managers: The Association Board of Manager will consist of five (5) individuals who must be owners.
2. The five Board of Managers positions are filled via the elective process.
3. Each Board member is elected for a two-year term.
4. **Management Agent:** The Association engages the services of a professional management agent to conduct the affairs of Nantucket Landing Condominium Association Inc. on a day-to-day basis. They respond to those needs of unit owners for which the Association is responsible. Each unit owner is paying for this service and should not be reluctant to take advantage of its availability when faced with a problem or question. Please call the management company rather than a board member for routine maintenance.
5. **Committees:** The Board of Managers may authorize and appoint association committees, consisting of unit owners, to perform tasks required by the Association. These committees will report to the Board of Managers. The Board must authorize all final plans, schedules, etc.

Section 2: Monthly Condo Fees

1. The monthly condominium fees are due and payable on the first (1st) day of each month, and are to be payable to Nantucket Landing and mailed to the management company.
2. A late charge of \$20.00 will be assessed for all condominium fees postmarked after the 10th of the month. The same late policy will be applied to all other assessments. All delinquencies result in an additional penalty of \$20.00 per month until paid. Bank charges incurred by the Association will be assessed to a unit owner when a check or automatic payment debit is returned for non-sufficient funds.
3. When a monthly condominium fee or other assessment becomes **thirty (30) days** past due, a lien threat letter will be mailed. After **sixty (60) days** past due, a lien will be recorded on the unit.
4. If an account becomes **six (6) months** past due, foreclosure action may be taken against the unit owner.

Section 3: Budget Fiscal Year

1. The budget fiscal year will be from January 1 through December 31. The Board of Managers must have the budget for the upcoming year established by December 1 of the previous year and distributed to the unit owners by December 15.

Section 4: Meetings

1. **Annual Association Meeting:** The annual association meeting will be held as scheduling permits.
2. **Board of Managers:** The Board of Managers meets monthly, or as deemed necessary, by the Board. The meetings are open to all unit owners. Owners desiring that a specific matter be addressed at a Board meeting should notify the Management Company or a Board Member prior to the meeting date.

Section 5: Unit Owner Responsibilities

1. Each unit owner is responsible for full knowledge and compliance with the Nantucket Landing Declaration of Condominium Property, By-Laws, and these Rules and Regulations as the Association's responsibility.

Section 6: Association Responsibilities

1. The Association is responsible for all items defined in the Nantucket Landing Declaration of Condominium Property, By-Laws, and these Rules and Regulations as the Association'

Section 7: Selling your Unit

1. Unit Owners are to notify the Management Company of intentions to sell a unit. Requests for a statement of the status of owner's monthly condo fees and other assessments must be given to the management company **a minimum of three (3) days before the closing of the sale**. Payment of all condominium fees and assessments, prior to the date of sale, will be the responsibility of the unit owner.
2. **One** "For Sale" sign is permitted to be displayed in one window of the unit. No other "For Sale" signs are permitted.

3. Real Estate agents are authorized to place "OPEN HOUSE" signs at the entrances and in the yard of the specific unit, only during the hours of the open house. The agent must remove the OPEN HOUSE signs that day.
4. Prior to the sale of your unit the financing of your unit, usually a lender will send the Management Company a Lender Questionnaire Form to be completed. An administrative charge will be assessed to the unit for the completion of the form. The Lender is responsible for letting the unit owner know. Also, a certificate of assessment is assessed to the unit owner.
5. Vacant units are required to a binding contract with a realtor to ensure the realtor sets the thermostat to 65 degrees during the winter months.

Section 8: Renting Your Unit

1. A unit shall not be rented by a unit owner(s) for transient or hotel purposes, which shall be defined as: (i) rental for any period less than one year; or (ii) any rental if the occupants of the units are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services; or (iii) rental to roomers or boarders, that is rental to one or more persons of a portion of a unit only.
2. The Management Company shall be provided with a copy of the lease prior to the commencement of the lease.
3. The lease must contain a clause clearly stating the renter is required to abide by all of the Nantucket Landing Declaration of Condominium Property, By-Laws, and these Rules and Regulations.
4. When a unit owner rents or leases his/her unit, the association amenity privileges are passed to the tenant and the owner forfeits his/her right to use of these amenities. The owner is responsible to ensure the tenants' compliance with the Nantucket Landing Declaration of Condominium Property, By-Laws, and these Rules and Regulations and will be held accountable for the actions of his/her tenant.
5. "FOR RENT" signs are not permitted on the common element or in a unit window.

Section 9: Restrictions on Number of Occupants

1. The number of occupants per unit must be in accordance with Washington Township Zoning Law.

Section 10: Insurance

1. The Nantucket Landing Declaration provides in Article XVI: Fire and Extended Coverage Insurance: The Association shall obtain and maintain for the benefit of all owners and mortgagees, insurance on all buildings, structures, or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning, and such perils as are at this time comprehended within the term "extended coverage," with no coinsurance and in an amount not less than one hundred percent (100%) of the replacement value thereof.
2. The Condominium Property includes both the units and the common elements, and the Association's policy covers the units and the common element.
3. A unit owner should obtain insurance coverage for the following:
 - a) Personal property/contents
 - b) Liability coverage inside the unit
 - c) Owner betterments and improvements to cover items added or upgraded above the standards as originally built
 - d) Building coverage in an amount sufficient to cover the deductible on the Association's policy. The unit owner is responsible for the loss to the unit up to the amount of the Association's deductible. (Call Apple Property Management for the current deductible.)
 - e) Extra living expenses the owner may incur if it is necessary to live elsewhere during repair of the unit.
4. Each unit owner and his insurance agent is encouraged to review the Association responsibilities and owner responsibilities, as defined in the Nantucket Landing Declaration of Condominium Property and By-Laws to ensure that the unit owner's own insurance coverage, including liability, is adequate. Owners should have their own insurance agents contact the Association's insurance agent to further ensure that the owners' coverage is adequate and that it covers the Association's deductible. Please contact Apple Management for the current deductible.

Section 11: Traffic Management

1. The speed limit on Nantucket Landing Roadways is 14 MILES PER HOUR at all times.

2. Driving is considered an authoritative activity as defined by the State of Ohio. It is the responsibility of each resident to abide by the driving laws of the State of Ohio and all posted traffic management signs on the Nantucket Landing common elements and roadways at all times.

Section 12: Parking Restrictions

1. By order of the Washington Township Fire Department, there is **NO PARKING** on the Nantucket Landing streets. **Violators will be towed at the owner's expense.**
2. Unit owners are responsible for their own vehicles and for those of their guests.
3. Boats, campers, trailers of any kind, buses, trucks, motor homes, or other unconventional passenger vehicles shall not be parked or stored anywhere in the common area other than within and completely enclosed by a unit owner garage.
4. Recreation vehicle parking is not permitted in the visitor parking areas. Loading and unloading time is permitted but limited to thirty-six (36) hours.
5. **MOTORCYCLES, MOPEDS, BICYCLES, CARRIAGES, AND STROLLERS** – These items are to be operated only on the asphalt streets. These items are to be kept in the unit owner's garage or unit at all times when not in actual use.
6. Vehicle repairs are not permitted on the common area, except in an emergency. All due caution is to be taken to protect the asphalt areas from damage caused by tools and vehicle fluids.
7. Unit owners will be assessed for repairs caused to the asphalt areas by their vehicles leaking of any fluid.
8. Parking is permitted in designated or visitor spaces only. Parking on grass is prohibited and could result in towing at the owner's expense.

Section 13: Pets-Animals

1. **Owners may have no more than two (2) pets in their unit as of January 1, 2011.** Unit owners who have more than 2 pets prior to this rule change, January 1, 2011, will be grandfathered in. However, pets may not be replaced, getting back to a 2 pet maximum.
2. NO animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit, or in the common elements and facilities, except that dogs, cats, or other household pets may be kept in units subject to the following rules and regulations.
3. Animals and pets are not to be kept, bred, or maintained for any commercial purpose.
4. The Board of Directors has the right to have any animal or pet causing or creating a continuous nuisance or unreasonable disturbance permanently removed from the Nantucket Landing property upon three (3) days written notice to the animal/pet owner.
5. **DOGS and CATS MUST** be on a hand-held leash when outside of the residence and must be under complete control of the person walking the pet. **AT NO TIME** are the pets permitted to run loose.
6. Pets **MAY NOT** be staked or tied on, to, or in, any Common or Limited Common elements. Management will remove chains or stakes.
7. Pet owners are responsible for removing all animal waste immediately upon occurring from all common and limited common elements. Fines will be assessed to the owners who do not remove animal waste.
8. Dogs must have a collar and current license on them at all times. The pet owner must have an available current certificate of rabies vaccination for all pets.
9. Pet owners are required to repair, within ten (10) days, any damages done by their pet to the common areas or to other units. Should an owner fail to make required repairs, the Board of Directors will cause these services to be performed at the expense of the pet owner.
10. The right of an occupant to maintain an animal in a unit shall be subject to termination if the Board of Directors determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the condominium association or other units or occupants.

Section 14: Business on Property

1. **NO** industry, business, trade, commercial, or otherwise, designated for profit, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the condominium property.

Section 15: Structural Changes – Exterior Alterations

1. Unit owners considering the installation of anything involving a structural change to any portion of the common element, or any modification involving such changes, should understand that, Board of Directors approval notwithstanding, the owner becomes fully responsible for any ensuing problems or structural damage from that installation or modification.
2. Nothing shall be done in any unit, or in the common element, which may impair the structural integrity of any building and/or unit.

3. No structure, planting, or other materials shall be placed or installed on, or interfere with, the utility lines or drainage channels of the common elements.
4. Nothing shall be altered, constructed in, or removed from the common elements and facilities, except upon the written approval of the Board of Directors.
5. No change, addition, modification, or alteration may be made to the exterior of any buildings or any unit without first receiving the written approval of the Board of Directors. This includes but is not limited to windows, garage doors, screen doors, satellite dishes, cable connections, deck, and landscaping.
6. If there are any holes made in the attic area due to cable, electric, or other wiring all must be sealed to meet the fire code. Inspections will be required to ensure that work is according to code.
7. Seasonal decorations (such as Christmas, Halloween, etc.) may be displayed but must be removed at the end of the occasion. Christmas decorations may be lit from Thanksgiving to January 5.
8. No signs, awning, canopy, shutter, portable fans or portable AC units may be placed in windows. Radio or television antenna, or receiving dish (see Sec. 16-1) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior approval of the Board of Directors.
9. The Board of Directors must first approve all storm door, entry door, garage door replacement, and window replacement in writing.
 - a) **Storm Door requirements** – Full view only, must be painted color of trim or white/almond.
 - b) **Entry Door requirements** – Six panel. Must be painted unit or trim color.
10. No structures of any kind, including doghouses or storage sheds, shall be installed or constructed on common and limited common elements at any time.
11. Outdoor clotheslines of any kind are not permitted.
12. No building, fence wall, sign, screen door, or other structure shall be commenced, erected, or maintained upon the condominium property or any part thereof, nor shall any exterior addition, change, or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Board of Directors, as to harmony of the external design, color, and location in relation to surrounding structures and topography. Sketches, drawings, picture and or samples will assist the Board in making its decision.
13. U.S. Flags that are torn or tattered should be replaced. Please dispose of by calling your local American Legion Post or Girl/Boy Scouts for a patriotic flag retirement.

IMPORTANT NOTE: Ohio law gives the Board of Directors the right and authority to have non-permitted items removed at the unit owner's expense.

Section 16: Satellite Dish Policy

1. The FCC Over-The-Air Reception Devices Rule (Cited as 47 C.F.R. Section 1.400), in effect since 1996 and amended November 20, 1998, applies to satellite dishes **less than one meter (37,39 inches) in diameter** and TV antennas. As far as Condominium residents are concerned, the rule does not apply to condominium residents who install a dish on property that is within **THEIR EXCLUSIVE USE AND CONTROL**, such as a deck, patio, or balcony. The rule does allow local governments and community associations to establish and enforce restrictions that do not impair reception, as well as restrictions need for safety. **The FCC rule specifically notes that the rule DOES NOT apply to Condominium Common Elements, so restrictions prohibiting instructions into or through Common Elements and Facilities are enforceable.**
 - a) **Dish Placement Locations** – Owners **MUST** contact Management Company for written replacement and approval by the Board of Directors.
 - b) **Prohibited Activities** – The resident's installation of a permissible satellite dish MAY NOT include any of the following:
 - i. Intrusion into another unit or the Limited Common Element of another unit.
 - ii. Running cables through, attaching cables to, or mounting the satellite dish in a Common Element.
 - iii. Creation of unsafe or undesirable conditions such as an unstable, or improperly secured satellite dish; unsecured, open or exposed wiring; or entry points through building walls are not properly sealed to prevent water from enter the structure.
 - iv. Any installation or use which violates state or local government building, zoning, health, safely (including grounding requirements) codes, or regulation.
2. **Resident's Assumptions of Cost and Liability** – The election of unit owner to install a satellite dish is also an agreement not only to be responsible for the cost normally associated therewith, but also the assumption of liability for any injuries or property damage arising from the installation, maintenance, or use of the satellite dish. An installation done by a professional satellite installation company, which guarantees its work, can minimize that risk. If service is changed, it is the homeowner's responsibility to remove the dish and make the necessary repairs to the roof, siding area of installation.

Section 17: Landscaping Restrictions

1. Plantings are not to be removed or cut in any manner without the prior written approval of the Board of Directors.
2. Unit owners wishing to plant or replace shrubs and trees must first submit plans, and receive the approval of the Board of Directors.
3. Plantings by unit owners are limited to existing flower beds unless first approved by the Board of Directors.
4. Any permitted landscaping must be consistent with the aesthetics of Nantucket Landing.
5. Current and subsequent Owners MUST maintain any landscaping alterations.
6. Nantucket Landing Association is not responsible for any plantings at the back of each unit. Any plantings in the back must be maintained by the unit owner. Owners are also cautioned to keep tall shrubbery or large plants clear of their heat pumps. This will help the heat pump run more efficiently and lengthen the life of the pump.
7. For safety reasons and lawn maintenance, flower pots or garden décor, and solar lights lining the driveways, beds or walkways are not allowed in any area maintained by the Lawn Care Company.

Section 18: Nuisances

1. Noxious or offensive activity shall not be carried on in any unit, or in the common or limited common elements and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants. This includes loud music, television surround sound and barking dogs.

Section 19: Patio-Deck-Balcony Responsibilities

1. Clothes, blankets, sheets, laundry, or any kind of other article shall not be hung outside at any time.
2. These areas are to be kept clear and clean of rubbish, debris, and other unsightly materials. Except as noted in the paragraph below, patios, decks, and balconies are not to be used for storage of any item.
3. **Firewood is to be kept in the unit owner's garage or stacked neatly on his/her patio, deck, or balcony at least 3-4 feet away from the structure or fence** so as not to transmit vermin to the walls and interior of the unit and to facilitate required unit maintenance. All tarps covering firewood must be properly secured. Those not following guidelines may be liable for any termite damage in their unit and/or entire building.
4. **Grills**- according to Section 308.3.1 of Ohio Fire Code, the operation of a charcoal burner, or any other open-flame cooking device, is prohibited on combustible decks and balconies. **In addition, these devices shall not be used anywhere within ten (10) feet of combustible construction, which could include a nearby wall, overhang, patio fence, railing, or the deck above your own deck or patio.** In addition, any cooking device using propane fuel is subject to regulation, depending on the size of its fuel container larger than one pound is prohibited on combustible decks and balconies. In addition, these devices shall not be used anywhere within ten (10) feet of combustible construction, which could include a nearby wall, overhang patio fence railing, or the deck above your own deck or patio. It is worth noting that the typical gas grill utilizes an LP container with a normal capacity of 20 pounds of LP gas.
5. **Fire pits and Tiki Torches are strictly prohibited.**
 - The owner of the structure is responsible for insuring that the requirements of the Ohio Fire Code are followed.

Section 20: Trash-Waste-Hazardous Waste Storage and Disposal

1. Unit(s) and the common area shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept or stored, except in sanitary containers intended for that purpose. All containers for the storage or disposal of such materials are to be kept in a clean and sanitary condition and must be covered.
2. Unit owners are to provide their own trash containers.
3. Containers and/or heavy trash (black) bags must be tightly covered or securely tied and placed at the end of the driveway but not in the street as early as 6:00 a.m. on the day of pickup. If trash is placed out the night before pick up it must be in the late evening.
 - Trash containers are to be put into the garage as soon as possible after pick-up, but no later than the evening of the pick-up day. **No containers can be kept outside the unit.** Failure to do this could result in fines being assessed to your unit.
4. Please pick up newspapers on driveways and front porches.
5. Hazardous materials and waste shall not be allowed in any unit or in the common or limited common elements and facilities. If you need to dispose of paint or chemicals, please call the Washington Township Fire Department.
6. Cigarettes, cigar butts, and wrappers must be placed in proper containers and are not to be dumped or tossed in the parking areas, grass, or any portion of the common or limited common elements.

Section 21: Pool Rules

1. The Nantucket Landing North Swimming Pool is for the use of the Nantucket Landing North residents and their guest(s) only.
2. Pool hours are 9:00 a.m. to 11:00 p.m.
3. Swim at your own risk. **NO LIFEGUARD IS ON DUTY!**
4. Guests at the pool are limited to two (2) guests per unit. The hosting resident **MUST accompany guest(s) at all times** while at the pool.
5. Children fourteen (14) and under must be accompanied by an adult resident eighteen (18) years of age or older.
6. Persons entering the pool must wear proper swim attire – no cut-offs, jeans, shorts, etc., are allowed. Toddlers must wear leak proof attire, such as rubber pants. Soiled diapers are not to be put in the pool trash container. They are to be taken home and disposed of properly.
7. Glass objects or containers are not permitted inside the fenced pool area. (The county can order the pool closed for violation of this rule.)
8. Pets are **NOT PERMITTED** IN THE FENCED POOL AREA OR IN THE POOL ITSELF. (The county can order the pool closed for violation of this rule.)
9. Metal objects, bicycles, and electronic/electrical equipment using commercial outlet power are not permitted inside the fenced pool area.
10. Foul, obscene, offensive, or abusive language is not permitted at any time.
11. Televisions, stereos, tape recorders, record players, radios, and any other electronic or electrical equipment capable of producing a loud or offensive noise are not permitted inside the fenced pool area unless the listening to such equipment is done through individual headphones.
12. Activities dangerous to health and safety such as tag, running, throwing objects, and roughhousing are not permitted.
13. **NO DIVING AT ANY TIME.**
14. **Flotation devices are prohibited.**
15. Playing radios, CD players, or stereos, from parked cars or neighboring units at a volume loud enough to be heard at the pool area is not permitted.
16. **Smoking is prohibited in the pool area.**
17. Littering is prohibited. Be sure to clean up after yourself before leaving the pool area.
18. Use your key to enter and leave the pool area. **A fee of \$50.00 shall be charged for a replacement key if lost.** One key per unit only.
19. **Pool privileges are revoked if a resident is delinquent in dues.**

Section 22: Geese and Wildlife

1. **DO NOT FEED** the geese or ducks in the community. This also brings mice, squirrels and raccoons. Raccoons have been a major problem on the property. Fines will be enforced!

Section 23: Winter Maintenance

1. Make sure you unhook your garden hose from the outside faucet.
2. Be sure your heat is set on at least 60 degrees when you are not home, even during the day. In very cold weather (15 degrees or lower) leave the cabinet doors under your sinks open to help get heat to the pipes.
3. If you are going away for a while, please let a neighbor and Apple Property Management know, in case of an emergency.
4. Winter brings ice and snow. At Nantucket Landing North, we want to make sure everyone is safe and can get around as easily as possible when the snow is deep. Snowfalls of 2" or more will be removed by plowing. The Association will have the sidewalks shoveled and salted as needed after the main roads are cleared.
5. If a water pipe freezes and causes the pipe to break, you will have a mess when the water thaws. Water damage can be costly and inconvenient. **The Association's insurance does not cover your contents or any improvements** (items that were not in the builder's original plans specifications such as wallpaper, upgraded carpet, or upgraded light fixtures). **Nor does it cover damage done to your neighbor's contents** if that damage results from a problem in your unit that is not insured by the Association. If a water pipe that does not exclusively serve your unit breaks, the Association will pay the Association's insurance policy deductible, and the Association's insurance will pay for the repair of the pipe and for any damage done to the common elements. This does NOT include the damage to your personal property.
However, if the water pipe exclusively serves your unit, you must pay the Association's deductible, and the insurance will pay for the repair of the pipe and for any damage done to the common area. Again, damage done to your personal property is not covered.

Section 24: Garage Sales

- 1. Garage sales or estate sales are not permitted, either on an individual or group basis.

Section 25: Solicitation Policy

- 1. Soliciting is prohibited at Nantucket Landing. This is a private community. Call the Sheriff at 225-4357.

Section 26: Remedies for Breach of these Rules and Regulation and of those contained in the Declaration and By-Laws.

- 1. The violation of any of these Rules and Regulation or of those in the Declaration or By-Laws shall be remedied in accordance with Article XIX of the Declaration and in accordance with these Rules and Regulations.
- 2. In order to insure compliance with the Rules and Regulations in those rare instances when a friendly reminder doesn't work, the Board of Directors has instituted the following schedule of fines against the unit owner for repeated violations:

<u>Event</u>	<u>Penalty</u>
First Offense	Written Notice
Second Offense	\$25.00 Fine
Third Offense	\$\$75.00 Fine
Fourth and Each Subsequent Offense	\$150.00 Fine

In case of tenant violation of the rules and regulation, fines will be assessed against the unit owner – not the tenant. It is the unit owner's responsibility to advise the tenant of the rules and regulations and to ensure that his/her tenant abides by them.

Section 27: Revision to Rules and Regulations

- 1. The Board of Directors has the right and authority to add to, delete from, and revise these rules and regulations without prior notice. However, any change made to the rules and regulations will be published to all unit owners.

Section 28: Conflict with Documents

- 1. In the event of any conflict between this Policies Document and the Association's Declaration or the Association's By-Laws, or any amendment to them, the Declaration or By-Laws shall control.

Section 29: Water Usage

- 1. Water is included in HOA fees.
- 2. Unit owners will be held responsible for any leaking pipes or running toilets.
- 3. Unit owners are encouraged to help water providing it is done conservatively. Water from hoses is not to be allowed to run into the street or onto sidewalks. When washing your car, use a bucket and do not let the hose run continuously.