

MULLAN OWNERS ASSOCIATION RULES AND REGULATIONS, ABRIDGED

The full Rules and Regulations, along with their explanations and examples, may be downloaded from our website at <https://forum.mullanheights.org/viewtopic.php?t=4> or requested from our property managers. This version is provided to simplify documentation provided to new residents. In case of conflict, the version from the website is considered official.

Ownership

1. Units are to be used for lawful residential purposes only.
2. Unit Owners shall maintain and keep in good repair their own Units.
3. Your monthly assessment is due on the 1st of the month and is past due by the 5th. All special assessments and fines are due when indicated, and past due 5 days after the indicated date. Past due amounts are subject to interest and penalty charges.
4. Rentals/Leasing of Units must be for at least 6 months (no short-term rentals). A copy of these Rules and Regulations and other relevant Association documents must be provided to the tenant when they sign their lease. The Unit Owner is responsible for all actions taken by their tenants, and the Unit Owner shall be the prime contact for the Association.
5. Nothing shall be altered, or constructed in, or removed from the Common Elements, except upon the written consent of the Board. This includes any modifications to the electrical lines, pipes, or ducts themselves within your Unit (changes to fixtures are not included).
6. All changes to flooring in any Unit require written consent of the Board. In all cases, steps must be taken to mitigate the noise impact to the Unit below you. When replacing carpeting with hard surface flooring, appropriate sound dampening underlayment layers must be included. For a discussion of how to mitigate the noise, see a website such as <https://www.noisehelp.com/soundproofing-a-floor.html>.
7. No Unit Owner shall cause or permit anything to be hung or displayed or placed on the outside of windows, or placed on the outside walls or roof of the building, without the prior written consent of the Association. This includes, but is not limited to, decorations, pieces of art, real estate signs, "for rent" sign, air conditioning, awnings, canopies, antennas, satellite dishes, etc.
8. Nothing may be done inside the Units, or to the Common Elements which may impair the structural integrity of the building. Additionally, no structural modification of any Unit or Common Element may be made without the written consent of the Association.
9. No exterior alterations may be made to any Common Element (including decks/patios) without prior written approval of the Board.
10. If the Unit Owner does not receive proper approval PRIOR to any work done on their Unit, the Board may fine the Unit Owner and/or require that the work be undone and the modifications restored to the prior condition.
11. Storage Units located in the north side building should be used for storage of non-toxic, non-hazardous items only. Storage of flammable/volatile/toxic items (e.g., gasoline and other fuels, fireworks, any explosive substances) are prohibited.
12. Each Unit Owner shall have their dryer vent professionally cleaned no less frequently than every 3 years, and provide evidence of such to the Association.
13. Each Unit Owner is responsible for ensuring their Unit has both property and liability insurance in effect at all times, and all policies must name the Association as an additional named insured. In the case of a Unit which is rented, the Unit Owner shall obtain and maintain landlord insurance for their Unit, and require their tenant(s) to each obtain and maintain a renter's policy for the Unit. In the event that the Unit Owner does not ensure the renter maintains a policy, the Unit Owner acknowledges that

MULLAN OWNERS ASSOCIATION RULES AND REGULATIONS, ABRIDGED

they are solely and totally responsible for any losses suffered through the activities of their tenant. Unit Owners for non-rented Units shall obtain and maintain condominium insurance for the Unit. Proof of all insurance policies (including the named insured) must be provided to the Association by the Unit Owner within 30 days of the date this rule is adopted, and within 30 days of any change in ownership/residency.

14. If actions within a unit, by a resident, guest or owner of a unit, (including negligent or improper installations or modifications to a unit), result in costs to the Association, the Unit Owner is responsible for those expenses. This includes costs associated with damage, cleanup, repair, and/or replacement. Those costs shall be assessed as Limited Common Element Expenses, per Declaration 8.7.6.
15. Each Unit Owner is responsible for providing complete and up-to-date information forms within 30 days of this rule being adopted, and within 30 days of any change of occupancy (includes change of tenants) of their unit, or upon replacing a vehicle parked on the premises. The required information forms will be available as part of the Association's welcome packet, and may be downloaded from the Association's website.

Activities

1. No unlawful activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may become an annoyance or a nuisance to the Unit Owners of the Condominium.
Comment: The Rules Committee believes most annoyance/nuisance issues can be resolved amicably between neighbors. Please think about what you are doing and how it might be affecting your neighbors. What could seem perfectly ok to you might actually be creating problems. For example: What you sweep or allow to fall from your patio/deck can end up on your neighbors' patio/deck below.
2. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among Unit Owners which cannot be amicably resolved, shall be arbitrated by the Board.
Comment: Requests for Board assistance must be made through the property manager
3. No Unit Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Board. Each Unit Owner who causes such an increase shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved.
4. Activities that are deemed offensive and are expressly prohibited include, but are not limited to the following: any activity involving the use of firearms, fireworks, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices.
5. Owners, residents, guests, visitors, and/or tenants may not do or permit anything which would impede the safety and security of the building or its tenants. This includes but is not limited to: leaving the garage door open, leaving the elevator locked on a floor, leaving the security doors or perimeter gate open while unattended, tampering with security cameras, obstructing the garage door sensor, breaking into locked areas, giving out security codes for the garage, entryway doors, & perimeter gate, and/or other disruptive behaviors. If you are putting your condo on the market for sale or for rent, then you must contact the property manager to obtain a special access code for the entry doors. Do not give out the code reserved for owners to anyone unless you know and trust them. Examples include but are not limited to family members and caretakers.
6. Smoking/Vaping will not be permitted inside ANY common area within the buildings, including the parking garage.

Pets

MULLAN OWNERS ASSOCIATION RULES AND REGULATIONS, ABRIDGED

1. No animals, other than domestic household pets shall be maintained by a Resident, with no more than one domestic dog, two cats, fish in aquariums, or small birds inside bird cages.
2. Domestic dogs cannot exceed fifty (50) pounds.
3. All permitted pets and their owners will be subject to the noise and nuisance restrictions.
4. No pet shall be housed outdoors.
5. Pets must be on a leash when outside the Unit and on Mullan Heights Property.
6. Pet owners will promptly clean any mess left by a pet on the Property. And will be responsible for damage and wastes caused by such animals.
7. Any Pet Owner who allows animals to be brought upon the Property shall indemnify and hold harmless the Association from any loss, damage, or liability which the Association may sustain as the result of the presence of such animals on the Property.
8. Any pet kept by a Resident must be in compliance with applicable ordinances of the City of Missoula.
9. Owners of pets shall bear full liability for all damages to persons or property resulting from actions of those pets.

Aesthetics

1. Common Elements shall not be used for storage, materials, personal property or trash or refuse of any kind.
2. No unsightly conditions shall be maintained in Limited Common Elements, and only appropriate furniture and equipment consistent with normal seasonal use may be permitted to remain there.
3. Barbeque grills are expressly prohibited in any Unit, or any Common Element with the exception of exterior decks and patios.
4. Drying, shaking, or airing of clothing or other fabrics is expressly prohibited on the Common Elements.
5. Any activity which is detrimental to the appearance of the Condominium is prohibited.
6. No signs or advertising shall be displayed which are visible from the exterior of a Unit without prior written permission from the Board.
7. Postings of signs to the lobby bulletin board. No political or religious signs are allowed. Signs should be of general interest, must be dated, signed, and must be removed after 14 days. Any sign is subject to removal at the Board's discretion.

Garage and Parking Areas

1. No cars that are not regularly used by a Unit Owner may be stored anywhere on the property. The Board may establish such other reasonable rules and regulations concerning parking as it deems reasonable.
2. All vehicles must be currently licensed and maintained in good operating condition.
3. In order to keep parking areas from deteriorating and in deference to all the members of the Association, owners are responsible for cleaning up oil, anti-freeze or other fluid leaks from their vehicles in all parking areas, including the basement. Vehicles with chronic leaks shall be repaired. Upon complaint of violation, the enforcement provisions of these rules will be enforced up to and including removal from the property, at the Unit Owner's expense.

MULLAN OWNERS ASSOCIATION RULES AND REGULATIONS, ABRIDGED

4. Only minor mechanical or maintenance work on any vehicle, RVs, trailer, ATV or boat is allowed on Mullan Heights property. All other mechanical or maintenance work must be accomplished off the property, including all oil and fluid changes.
5. No RVs, trailers, ATVs or boats may be parked in the parking garage. No RVs, trailers, ATV or boat may be parked in the parking lot for more than 48 hours or on a routine basis. Camping is not permitted on Mullan Heights property.
6. All vehicles parked in the garage or in the parking lot must fit within the confines of the parking space. Under no circumstances can any vehicle be allowed to protrude into the driving lane so as to impede traffic, nor should any vehicle impede access to any neighboring vehicles. The Board reserves the right to re-assign garage parking spaces at any time to meet the needs of the Association and its members.
7. Each Unit is assigned one (1) parking space in the garage with the exception of Unit 111 (which has no spot in the garage). Except for Unit 111, each Unit also is allowed the use of one (1) unassigned parking space in the parking lot. The parking spaces in the lot (except those reserved for Unit 111) are for the common use of all residents and visitors. Due to the limited number of spaces available in both the garage and outside lot, each Unit is allowed ONLY two (2) spots.
8. Each resident is responsible for keeping their assigned garage space swept and clean of dirt and debris. Shovels and buckets are provided at each end of the garage. Please empty the bucket into the outside dumpster when finished and return all tools to their place. These tools are provided for this purpose only and should not be removed for any other individual use.
9. Speed limit in garage and parking lot is 5 mph.

Enforcement

The above rules will be enforced ONLY by a complaint being filed as set forth in the unabridged rules document downloadable from <https://forum.mullanheights.org/viewtopic.php?t=4> (or you may request a copy from The Dwelling Place). All complaints of rules and responses thereto are available to all unit owners.