

VINTAGE OAKS CONDOMINIUM ASSOCIATION RULES & REGULATIONS MANUAL

PREFACE

Condominium living requires the full cooperation of all residents. It is important that all owners/residents, familiarize themselves with the rules and regulations in order to ensure that all residents of Vintage Oaks enjoy the quality of life to which they are entitled.

The Board of Directors of Vintage Oaks Condominium Association pursuant to the authority granted to it in the Declaration of Condominium Ownership (“Declaration”) and the By-Laws has established the following Rules & Regulations, which are, in part, taken directly from the Declaration and By-Laws. The success of a condominium Community is founded on the basic principles of common decency, respect and consideration for the basic rights of our neighbors. This Rules & Regulations Manual will serve as a ready reminder and reference of the various obligations we have to one another in our day-to-day living.

Provisions for these Rules & Regulations and the authority for their enforcement are contained in the Declaration and the By-Laws, which are provided to every homeowner. **This Rules & Regulations Manual is intended as a supplement to, and not a replacement for, the Declaration and/or By-Laws.** All provisions of the Declaration and By-Laws remain in full force and effect (unless superseded by law), and must be adhered to by all owners and tenants. It is the responsibility of owners to make their tenant(s) aware of the provisions and restrictions of the Declaration, By-Laws and Rules & Regulations (collectively, the “Governing Documents”). **However, it is the owner, as a member of the Vintage Oaks Condominium Association, who remains responsible for the conduct of his or her tenant(s) and their guests.**

The Board of Directors establishes and enforces the rules established for Vintage Oaks Condominium Association, manages the financial affairs of the Vintage Oaks Condominium Association and oversees the operation and maintenance of the Vintage Oaks Condominium Association facilities. In each of these areas a professional management company and various Board-approved committees assist the Board of Directors. The management company is:

Key Property Services, Inc.
7710 NE Glenwood Dr. Ste 150
Vancouver, WA 98662
Phone 360-695-1538
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RULES & REGULATIONS

1. DEFINITION

The Vintage Oaks Rules & Regulations establish a set of rules, which are to be enforced by the Board of Directors.

2. OBJECTIVE

The main objectives of the Vintage Oaks Rules & Regulations are to:

Establish minimum rules and regulations to promote each homeowner's enjoyment and use of the Vintage Oaks Common Property and Association Maintenance Areas, and to assist in maintaining uniformity in appearance and use.

Establish a mechanism for enforcement of the Rules & Regulations.

Clarify to homeowners the fine schedule for violations of the Rules & Regulations.

3. DEFINITIONS OF TERMS USED HEREIN

- a. Declaration's refers to the Declaration of Condominium Ownership and Supplemental.
- b. Common Property shall mean and refer to the Common Area and Association Property as defined in the Declaration.
- c. Project, Condominium Unit ("Unit"), board, Exclusive Use Common Area, Common Area and Association Property shall each carry the same definition as set forth in the Declaration.
- d. Residence refers to any Condominium Unit.
- e. Resident refers to any owner, tenant, etc., who lives within any Residence.
- f. VOCA refers to the Vintage Oaks Condominium Association, otherwise known as the "Association".
- g. Management Company refers to Key Property Services.

4. ADDITIONS, ALTERATIONS OR IMPROVEMENTS

No Owner shall make any structural alterations in or to his Unit, or alter the exterior design or color of any part of the Owner's Unit normally visible from the exterior thereof (including any alteration of the window coverings for the Owner's Unit, stain glass, etc.) or make an installation or any change to an installation upon the Common Elements (IE air conditioning unit, satellite dish, etc.), or maintain, decorate, alter or repair any part of the Common Elements, without the prior consent in writing of the Board of Directors. The

Board of Directors or Management Company (MC) shall consider the granting of such consent only after the Owner shall submit a complete set of architectural, mechanical, electrical or other relevant plans and specifications, which submission shall be reviewed by such architects and engineers as the Board of Directors shall deem appropriate. Whether or not such consent is granted, the Owner shall pay, upon demand and in advance, if so required by the Board of Directors, for such professional review. During the course of construction and after completion of same, the Board of Directors may cause its professional advisers to inspect the work to ensure that it is performed in compliance with the approved plans. The Owner shall pay the costs of such inspection(s) to the MC or Board of Directors, upon demand. *Prior to commencement of construction, the Owner shall provide the Board of Directors with copies of all relevant building permits and evidence of due compliance with any other requirements of government bodies having jurisdiction regarding such work.* An Owner may not remove any partition walls separating contiguous Units. Before proceeding with any approved alterations or improvements, the Owner shall, if the MC or Board of Directors so requires, provide to the Association, at the expense of the Owner, a performance bond and a labor and materials bond, issued by a surety satisfactory to the MC or Board of Directors. A Unit Owner shall make no repair or alteration or perform any work on the Unit which would jeopardize the soundness or safety of the property, reduce its value, impair any easement or hereditament or increase the common expense of the Association unless the consent of all other Unit Owners affected is first obtained.

Minor alterations to the inside of your unit are permissible without MC or Board approval. However, if you are removing or installing wiring, altering systems such as heating, removing walls, **installing hard surface flooring**, or altering any other items that may directly effect those around you, *prior approval is needed* and all applicable County permits must be obtained.

Conditions for approval of a central air conditioning unit: All unit owners must complete the ARC Form and submit to the MC for processing. (NOTE: There is a 30-day turnaround time, so please plan ahead) All approvals given by the MC or Board of Directors for installation of an air conditioning unit will be subject to completion.

Hard surface flooring except as installed by the builder during original construction may not be installed within a unit except with the prior written consent of the Board of Directors.

All requests for approval for alterations must be submitted to Board of Directors on the Request for Application to Modify Form. Neighbor notification on the ARC Form is required prior to review by the Board. There is a 30-day turnaround time frame. Owners are encouraged to plan ahead to avoid delays.

5. ANTENNA AND SATELLITE DISH POLICY

No sewer, drainage, or utility lines, wires or other devices for the communication or transmission of electric current, power or signals shall be constructed, placed or maintained anywhere in or upon the unit or common element, other than where contained in conduits or placed or maintained underground or concealed in or under Buildings or other structures without prior approval of the Board or MC.

Satellite dishes cannot be placed on Common Elements (IE Deck, balcony) without prior written approval of the MC or Board. Noncompliance with this rule will result in the immediate removal of the satellite dish, a notice of non-compliance and the possibility of fines being imposed, and the homeowner will be required to pay cost of repairs for all damage to the building, both interior and exterior.

Placement of Satellite Dishes to Condominium Buildings

Satellite dishes and antennae may **not** be attached to a residential structure in any location. Satellite dishes may only be placed on a tripod, within a deck, patio or balcony and **use of a flat wire** is required for entrance into the unit. Satellite dishes must be smaller than 39.4 inches in diameter. MC or Board may authorize variance from compliance under 10.5.3 governing documents.

6. ASSESSMENT PAYMENT & COLLECTION

Collection Policy / Delinquent Assessment

Assessments are due on the first day of each month. Any assessment not received by the 20th of the month will incur a late charge of \$20.00 and a late notice will be sent to the owner by regular mail. Any outstanding balance will accrue interest of 1% per month (12% per annum). If payment is not received within 10 days of the mailing of the late notice, a second letter will be sent to the homeowner by registered mail with receipt requested notifying the owner of the Association's intent to lien their property within 10 days of the date of the second letter being sent. The owner will be assessed an additional \$35 fee for the second letter. Upon filing a lien against the owner's property an additional filing fee will be assessed to the owner's account at the actual charges incurred from the court for that filing plus an additional \$35 fee to reimburse mileage to and from the court and parking. If the owner's account is not current within 45 days of the lien filing date, the Association may pursue a foreclosure against the property which will be processed through the office of the Association's attorney and any cost incurred therein shall be added to the owner's account as authorized by the Declaration, State or Federal Law, including money judgment, wage garnishment, asset attachment, etc. All costs incurred by the Association in connection with collecting the debt, will be assessed to the homeowner and charged an interest rate of 1% per month (12% per annum).

7. ASSOCIATION GOVERNING DOCUMENTS

All homeowners can obtain copies of the governing documents, financial information, minutes of Board Meetings, or any other pertinent information through the website www.vintageoakshoa.com.

All homeowners received initial copies of the governing documents through the Title Company at close of escrow. If owner requests additional copies of these document, they will need to contact the MC. The fee for these documents ranges from \$25 to \$135 and these fees are not waived. It is imperative that all owners retain original copies and update them from the web site, as required, in order to be informed of current rules and regulations. Potential purchasers can purchase copies of all Association documentation through www.condocerts.com.

8. ENFORCEMENT OF RULES AND REGULATIONS

A. Enforcement of Rules

- a. The Board of Directors, VOCA Board Members and Residents has the right to report any violation of the rules and regulations defined in the Declaration, By-Laws or Rules & Regulations of the VOCA. In addition, The Board of Directors has the right, after Notice, to assess Compliance Assessments (“fines”), penalties or take other action against violators in order to protect the rights, safety and property of the VCOA members and Residents.
- b. In addition to any other means of enforcement provided in the Declaration or other governing documents, the Board of Directors has the right, after Notice, to suspend the voting or Common Property usage rights of an Owner/Resident and/or to impose a fine. The procedures for utilizing such enforcement techniques are listed below:

B. Reporting Rules Violations

Any person wishing to report a rules violation must provide the report of violation in writing to the Board of Directors. This can be submitted by mail, facsimile, hand delivery or e-mail through the Association's website. Once received, the MC will take action as defined below. Verbal reports **will not** be acted upon. NOTE: All written reports will be held in confidence to the extent permitted by law.

C. Inspections

To ensure uniform and timely enforcement of the Rules and Regulations, the MC may conduct inspections of the Community, at the discretion of the Board of Directors. The MC will maintain a current log of possible Rules & Regulations violations observed during these inspections.

D. First Notice/Request for Hearing

When a possible violation is noted, the responsible Owner will be notified in writing of the violation. In this notice the MC will identify the violation and ask the Owner to correct the violation within a specific period of time.

Normally the time given to correct the violation will be 15 days. However, a shorter time may be specified because of safety concerns or if required by the Declaration or By-Laws.

The homeowner is also given 10 days from the date of this letter to request a hearing with the Board of Directors. The purpose of a hearing is to provide an opportunity to be heard for the Owner to discuss the alleged violation with the Board of Directors. When an Owner does not agree that a violation exists, the Board hearing provides the Owner the opportunity to present the relevant facts in support of that position. If the homeowner does not request a hearing, *it is assumed that the owner agrees there is a violation.*

E. Notice of Fine

If it is observed that the violation has not been corrected by the deadline in the first notice to correct and the homeowner has not requested a hearing with the Board of Directors, a fine notice will be sent to the homeowner notifying them that a fine of \$50.00 has been imposed.

Should the violation remain for another period of 15 days (violation would then not be remedied for 30 days), a second fine of \$150.00 will be imposed on the homeowner's account. At this same time, a foreclosure lien may be placed on the property if the Board approves. Should the initial violation continue and there has been no compliance, an additional fine of \$250.00 will be assessed every week until compliance and/or resolution is reached. All fees, charges, and costs incurred by the Association in relation to gaining compliance, will be charged back to the Owner in violation.

Violations are progressive meaning that only one warning will be given per cited violation type within a one-year period.

F. Parking Violations

Violations of any parking Rules & Regulations may result in the vehicle being towed at the vehicle owner's expense without prior notice of any kind to the vehicle owner. The towing company will document all vehicles that are towed and either VOCA, the MC nor the Board of Directors will not be responsible for refunding any of the fees charged by the towing company. The Association may impose compliance fines in addition to any fees levied by the towing company.

G. Other Enforcement

All vehicles must be registered with the Board via the Board secretary within 14 days of residency. Following imposition of fines, the Board of Directors may also elect to suspend the right of an Owner/Resident to vote at meetings of the VOCA for 30 days or suspend right to request Architectural Approval for proposed improvements, or in the case of a continuing violation, including without limitation, the nonpayment of assessments which have become delinquent, such suspension may be imposed so long as the violation continues. Owner/Resident, as well as their family and guests, will lose all access to pool/spa area, exercise room and club house. In addition to the imposition of fines, the Board may take any other legal action it deems necessary to enforce the Rules & Regulations of the VOCA.

9. **GENERAL PROPERTY RULES**

1. Damage to Common Property is prohibited. In accordance with these Rules, any Common Property damage caused by an Owner, or such Owner's family, guests, invitees, tenants, lessees or **pets** shall be charged back to the Owner.
2. Owners may not place yard decor (ie garden statuettes, welcome signs, etc.) in the bark dusted areas at the entryway of their own unit. No items may be placed in any other common area location, ie Turf areas. All items placed may not be offensive and must be aesthetically pleasing as determined by the Board of Directors.
3. Bicycles, tricycles, skateboards and other wheeled vehicles and toys are prohibited from being used or left on lawns and landscaping nor may they be stored on the patios or decks. Pedestrians always have the right-of-way on walkways. Walkways shall not be used for storage of these items.
4. No owner has the right to alter, paint, decorate, remodel, landscape or adorn any part of the Common Property without the *written consent of the Board of Directors*. This does include planting of flowers and bulbs in the flowerbeds at the front entry of the units.
5. If you use a garden hose or other equipment, the hose and equipment must be detached and returned to your storage shed and *out of sight when not in use*.
6. Hanging, drying or airing of clothes, towels, rugs, etc, in windows or outside is prohibited. No exterior clotheslines are permitted anywhere in the Community.

7. Only one (1) sign per Home is allowed. Professional looking For Sale, not to exceed approximately 24" x 30", is permitted in the homeowner's window only. Open House signs may only be placed on the day of the Open House, not to exceed 6 hours. No other directional signage is allowed to be placed throughout the community or at the entrance to the community.
8. No other signs of any kind or for any purpose may be displayed without prior written consent from the Board of Directors. Absolutely no signs may be attached to the exterior portion of the buildings.
9. No exterior radio, transmitter tower or other type of antenna (except as set forth in Section 5) may be constructed, installed or maintained within VOCA.
10. No aluminum foil, paint, newspaper or similar covering shall be applied to the windows or doors of any residence. All window coverings that are visible from the exterior of a Unit shall be a solid neutral color, such as white, cream, beige or natural wood tones.
11. No decals, stained glass or other ornamentation may be placed on any window of any unit for exterior viewing, with the exception of holiday decorations which must be timely removed after the holiday, as stated further in these rules. Owners may place security decal and required alarm permit within window so long as does not exceed a 3 x 5 size.
12. **With prior written approval from the Board of Directors**, window tinting may be used on the Condominium Unit windows. No mirroring effect from the outside view will be approved.
13. The mailboxes are **not** bulletin boards and may not be used for this purpose. Anything posted on the Association mailboxes will be immediately removed and, any damage will be charged back to the homeowner. Any fines imposed by the post office will be billed back to the owner.
14. Door decorations can only be displayed on the front doors by use of an **over-the-door hanger** or other similar non-permanent type hanger. No nails may be put into the doors.
15. Garage, yard, patio or estate sales or any similar activities are not permitted on Community Property. However, the Board reserves the right to have a COMMUNITY SALE once a year if there is homeowner interest and homeowner volunteers to coordinate.

16. Owners may **not** plant any materials within the common area landscaping. The Association's landscapers maintain these areas. If an owner would like to plant bulb or flowers, prior approval must first be obtained from the Board of Directors.
17. No sporting or exercise equipment shall be used in any upstairs Unit or on the adjacent patio or deck, including, bikes (stationary or otherwise), treadmills, trampolines, free weights, weight machines, elliptical fitness machines, stair machines and the like.
18. Clubhouse hours are from 9:00am until 10:00pm.

10. **HARASSMENT**

Residents are prohibited from verbally or physically harassing, annoying or threatening VOCA employees, vendors or volunteers. Complaints regarding VOCA employees or vendors should be presented in writing to the VOCA's Board of Directors. The VOCA has a zero tolerance policy for verbal or physical abuse. Any and all threats will be taken seriously and will be handled by whatever legal means are available to the Association. Any fees, fines, etc. will be charged to the Owner/Resident.

11. **HAZARDOUS ACTIVITIES**

- a. No firearms shall be discharged within the Community.
- b. No fireworks shall be set off within the Community.
- c. No open fires shall be lit or permitted within the Community including wood or charcoal fired barbecues. Gas or electric barbecues are permitted. No fire pits allowed within the community.
- d. Any activity or condition that endangers the health or safety of others is prohibited.
- e. Nothing shall be done or kept in any Unit or on the Common Property, which will increase the VOCA's rate of insurance or cause it to be canceled.
- f. Nothing shall be done or kept in any Unit or on Common Property, which shall be construed to be illegal, or as to endanger the life, limb, well being or property of anything or any persons at Vintage Oaks Condominiums as determined by such legal authorities as Law Enforcement Agent(s), Fire Marshall or VOCA's Insurance Company or any other authority.

12. **HOLIDAY DECORATIONS**

Holiday decorations must be contained to the condominium exclusive use property and may not extend into the common area flowerbeds and trees. Any damage caused to the common area or the exclusive use limited common area will be charged back to the homeowner. Decorations can never be attached to the siding or roof of any building (ie nails, tacks, push pins, etc.)

Holiday Decorations

1. Winter Holiday decorations are permitted from Thanksgiving until January 10. Winter Holiday decoration must be removed by January 10. All other holiday decorations and lighting are permitted one week prior to holiday and must be removed one week after the holiday.
2. All Holiday lighting and decorations must be contained to the condominium exclusive use property (patio, fascia boards, etc. of the condominium) and may not extend to the flowerbeds, plants, trees, sidewalks, grass, etc.
3. Lighting must be UL listed and approved, and must be turned off by midnight each night.
4. Holiday wreaths may be displayed on the front door by use of an over-the-door hanger or similar non-permanent hanger ONLY. Wreaths may not be attached to the door in any manner.
5. The Homeowner is responsible for any and all damage caused by the Resident's display of Holiday decorations. Should repairs be necessary to the door or other common area property due to the use of holiday decorations, the repairs will be made by the Association in accordance with the Declaration and Association By-Laws, and will be charged back to the Homeowner.

13. **HOME BUSINESSES**

The Units shall be used for: (i) residential purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling; (ii) for the common social, recreational or other reasonable uses normally incident to such purposes; and (iii) for purposes of operating the Association and managing the Condominium. An Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business

activity conforms to all zoning requirements for the Condominium; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Condominium; and (iv) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board of Directors.

14. **INSURANCE**

1. Each Owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under Section 16.1 of the By-Laws.
2. When an insurance claim is made and /or any loss incurred by the Association for which the Association has insurance (hereinafter an “insured loss”), and where the Board reasonably can allocate the cause of such loss (in whole or in part) to any individual Unit Owner, whether unintentional, intentional, a negligent act, misconduct, failure to maintain or repair a Unit or space under the control of a Unit Owner, and/or failure to otherwise comply with the Declaration and By-Laws and/or rules on the part of any Unit Owner (the term “Owner”h as used in this section to include any tenant, occupant, agent, or other person residing in or visiting a Unit), then the Unit Owner shall pay any insurance deductible incurred by the Association that is related to such deductible loss to the Association (up to the amount of loss so cause, if the loss is less than the deductible). In the event of multiple entities causing loss, the Unit Owner shall be jointly and severally liable with any other loss-causing entities with respect to the Association. In the event of any loss greater than the deductible, the provisions of this section shall not limit the Association or its assigns from pursuing a claim against the Unit Owner for the entire loss, under precepts of applicable Washington law and of the Declaration.
3. Such payment of a deductible loss shall not limit the rights, if any, of any insurer to proceed under its own subrogated rights against the Unit Owner based on any such insured loss, and any insurer (and/or its assigns) is not limited from proceeding against such Unit Owner for all loss so caused by such Unit Owner by this section.
4. The Association shall have the right and may elect to file a lien against the Unit for the deductible loss as set forth herein, as provided for elsewhere in the Declaration and/or may otherwise enforce the right to payment as a Special Assessment allocatable to that Unit and/or Unit Owner.

5. In the event of dispute with respect to the determination by the Board allocating responsibility for such deductible loss, the determination of the Board shall be upheld unless arbitrarily and capriciously made, provided that a Unit Owner so affected may request, in writing, a hearing before the Board (or before a subcommittee appointed by the Board, if the Board so elects) to contest imposition of liability for such deductible loss. Upon any such request, the Board shall provide for an opportunity for hearing to such Unit Owner, the hearing to be held not more than 60 days from the date of request.
6. If the matter is not resolved by such hearing, the Board may elect to submit the matter in binding arbitration by an independent committee of three Unit Owners (not affected by such loss) for arbitration of same (one arbitrator selected by the Board, one selected by the Unit Owner, and one selected by the two arbitrators so selected, which three arbitrators shall constitute the Arbitration Committee for that deductible loss), to which the Board and the Unit Owner shall submit, subject to the provisions of this section. The arbitrary and capricious standard of review of the Board's determination as set forth in the prior paragraph shall apply at such arbitration. The arbitration shall be conducted in the Clark County Metro Area, in accordance with the then-current commercial Arbitration Rules of a professional arbitration service mutually acceptable to the parties, but if the parties cannot agree to the selection of rules within 21 days of the demand for arbitration, then in accordance with the rules of the American Arbitration Association. The arbitration shall be held before the Arbitration Committee. All facts and other information relating to any arbitration arising under this section shall be kept confidential to the fullest extent permitted by law, and the members of the Arbitration Committee shall be held harmless for their service on such committee. The Arbitration Committee members shall be reasonably compensated for their time expended in the arbitration, and shall have authority to award attorneys fees and costs, as well as any costs, compensation for the time expended by the Arbitration Committee members, and/or other reasonable expenses, to the prevailing party. Arbitration shall take place not later than 75 days from the date the Board elects to request same.
7. The Association's enforcement rights are not limited by any hearing and/or by the arbitration, provided that if enforcement has been commenced, the results of the hearing and/or arbitration shall retroactively modify such enforcement with the Association having no liability for having taken enforcement measures prior to any such hearing or arbitration.

8. The Board may set the deductible amounts on insurance policies of the Association in such amounts, as the Board deems reasonable. The determination of the Board as to same shall be subject to the arbitrary and capricious standard set forth above.
9. The provisions of this amendment shall be liberally construed so as to effect the terms and remedies set forth herein. Nothing herein shall require the Association to pay any insurance deductible payable under a Unit Owner's individual insurance policy.

15. **MAINTENANCE OF UNITS, COMMON ELEMENTS & LIMITED COMMON ELEMENTS**

1. **Units:**

All maintenance of and repairs to any Unit shall be made by the Owner of such Unit, who shall keep the same in good order, condition, and repair.

2. **Common Elements and Limited Common Elements:**

All maintenance, repairs and replacements to the General Common Elements and the Limited Common Elements shall be made by the Association and shall be charged to all Unit Owners as a common expense.

The Common Elements shall be used for the enjoyment of the Residents. The common elements shall not be obstructed, damaged or interfered with by a Unit Owner, Resident or Guest.

Each Unit Owner shall keep the Limited Common Elements that pertain to the Unit in a neat, clean and sanitary condition.

Unit Owners shall maintain electricity in their units at all times. During freezing weather the Unit's temperature shall not be less than 56 degrees.

The Association shall be responsible for the painting, staining, repair and replacement of the exterior surfaces of all Units (including the repair and replacement of roofs, gutters and siding); cleaning of the exterior surfaces of all window and door glass; the repair and resurfacing of all streets, driveways and walkways; and the cutting, pruning, trimming and watering of all landscaping.

Use of the clubhouse is permitted between 9:00am and 10:00pm. The clubhouse must be returned to its original condition upon leaving.

16. PARKING RULES & VEHICLE RESTRICTIONS

There is limited over-flow and guest parking bays at VOCA. In order to ensure guest parking for all residents, the following rules have been established. Continuous compliance is important to prevent fines and/or the towing of your vehicle.

Parking Violations

Violations of any Parking Rules & Regulations may result in the vehicle being towed at the vehicle owner's expense without prior notice of any kind to the vehicle owner. The towing company will document all vehicles that are towed and neither the **Vintage Oaks Condominium Association (VOCA)**, **The VOCA Board of Directors** nor the **MC** will be responsible for refunding any of the fees charged by the towing company, associated parties and or companies. The Association may impose fines in addition to any fees levied by the towing company.

General Instructions

- a. The speed limit at VOCA is 10 mph.
- b. No vehicle may be parked in the same place within the Common Property (open unassigned parking) for more than 48 consecutive hours.
- c. Parking of boats, truck campers, recreational vehicles, or similar vehicles or equipment shall not be permitted. No off-road, unlicensed motor vehicle shall be operated upon the Common Property. No recreational vehicle may be parked anywhere on any portion of the Community, except for the purposes of loading and unloading.
- d. Only minor maintenance such as vehicle vacuuming, changing flat tires, and changing of a dead battery, etc. is allowed. No on-site vehicle maintenance or repair involving motor oils, fuel, or other lubricants or solvents shall be permitted anywhere on or within the Community. Washing vehicles is not allowed at any time. Owners permitting vehicles to leak on common and limited common areas will be responsible for all cleanup and repair costs.
- e. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited anywhere within VOCA.
- f. No trailer, truck, boat or recreational vehicle may be used as a living area within the Community.

- g. Any vehicle exhibiting extremely loud motors, mufflers, or any other component will not be tolerated within the community.

Resident Parking

- a. Unit owners must park their 1st vehicle in that units assigned parking space.
- b. Unit owners park their 2nd vehicle within the Community in any open, unassigned parking space on a first come, first serve basis.

Guest Parking

- a. Guest may park on a first come, first serve basis in any open, unassigned parking space.
- b. No guest vehicle may be parked in the same place within the open, unassigned parking spaces for more than 48 consecutive hours.

17. **PATIOS AND BALCONIES**

- a. Rugs, drapes, towels or other articles shall not be draped or hung on balcony railings, patio walls, or from window. Owners may use wire type baskets for plants so long as they only hang over the railing and do not attach and pots have water catch basins.
- b. Unit Owners are responsible for the maintenance and upkeep of the patio and balcony areas of their Units. Patios and balconies must be kept clean and tidy. Entrance walkways must be kept clear and potted plant placement to a minimum at the determination of the Board.
- c. Balconies and patios may not be used for storage of unused furniture, cabinets, cartons, automobile parts, bikes, play equipment, etc. No outdoor storage sheds shall be permitted on patios and decks.
- d. Potted plants, patio tables, umbrellas, etc, must be kept in good condition and be aesthetically agreeable.
- e. All furniture placed on the balcony or patio must be outdoor patio furniture. No furniture may be placed at the entrance way to the units without prior approval from the Board.

- f. Only gas or electric barbecues are allowed. Residents must make sure the barbecues are away from the siding and anything combustible. Barbecues may not be kept on the front patio by the front entrance door.
- g. Each Resident shall take reasonable steps to capture water from potted plants and to protect the patio/railing surface from staining or rotting. If damage or early deterioration occurs from the placement of pots or other items, the homeowner will be responsible for the full cost of repairs or replacement.
- h. Plants of the “vining” nature are not allowed to attach and grow upon (in any way) the exterior of the buildings, including the fixed trellises, posts, siding, railings, etc. All potted plants must be kept pruned away from the buildings.
- i. No Resident shall make any improvements to a balcony, entry or patio or similar area unless and until the MC approves the plans.
- j. Balconies and patios must be maintained in the as-built condition. No tile, carpeting, marble, etc., may be placed on any balcony or patio surface.
- k. No Resident shall interfere with the surface or any subsurface drainage of any patio, entry or balcony as established by the builder.
- l. No exterior lighting of any kind may be installed on any portion of the building, landscaping or unit without the prior review and approval of the Association Board of Directors or MC.
- m. Homeowners may not attach any type of decoration to the concrete/Hardiplank siding of the buildings. When attaching decorations such as lanterns, wind chimes, etc. they must be attached to the wood trim. Owners are responsible for the repair or any damage caused by attaching these decorations.
- n. Bird feeders are not allowed at any time.
- o. Wind chimes are allowed in the community so long as there are **no complaints from neighboring residents**. If the Board of Directors determines that a wind chime is a nuisance, the resident must remove the wind chime immediately.
- p. The Board reserves the right to prohibit any exterior decorations that may be considered offensive, a noise nuisance or inappropriate for the community.
- q. Tiki torches are not allowed within the community.

- r. Owners may not install lattice type material or screening to the exterior balcony railings.
- s. Sun shades are allowed on the west side of the complex only. They are to used only when the sun is shining onto the patio and at sunset shades must be rolled up and hidden from view.

18. **PETS**

- a. Residents are entitled to keep domestic dogs or cats, (no more than a total of 2 pets). Birds, fish, small reptiles, and small animals that are kept in cages or tanks and are permanently kept within the unit are permitted. No livestock of any kind are permitted. No pets can be kept, bred or maintained for commercial purposes.
- b. No pet shall have a weight in excess of thirty (30) pounds.
- c. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion determines to be disturbing other Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.
- d. Pets will not be allowed on any Common Element unless they are on a leash or being carried and are being walked to or from the Unit to a street or sidewalk. This does include cats. Pet are not allowed in the clubhouse or pool area.
- e. Residents shall prevent their pets from damaging any portion of the Common Property. Pet owners have the absolute duty and responsibility to immediately pick up their pet's waste and dispose of it in a sanitary manner. Property damage, including damage to the Common Area grass, will be repaired and charged back to the Homeowner responsible for the offending pet.
- f. No pet can be left unattended anywhere within the community. Pets can not be attached by leash, chain, rope or any other manner, to the building, decking, posts, etc.
- g. The resident may not leave pets outside on the patio, deck or common areas without attendance of the resident.
- h. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium.

19. **QUIET ENJOYMENT**

No Resident shall permit any activity to be performed or any substance or material to be kept anywhere on the Project which will obstruct or interfere with the rights of quiet enjoyment of the other Residents of VOCA, or annoy them by unreasonable noises, odors, fumes, etc., nor will any Resident commit or permit any nuisance on his Condominium. The Board shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.

- a. In general, all noise shall be kept at a level that does not unduly disturb your neighbors or the other Residents.
- b. Noise that is plainly audible outside any residence or building is a violation.
- c. All Residents are responsible for noise caused by their families, invitees, pets and guests, as well as themselves.
- d. Prolonged idling or revving up of vehicles is prohibited.
- e. Car radios must be turned to a volume that cannot be heard outside the vehicle.
- f. Recognized quiet hours of the community are from 10 pm to 7 am.

20. **RENTAL/LEASE OF CONDOMINIUM UNITS**

Each owner desiring to rent his Unit shall submit for approval by the Board the lease agreement with the prospective renter or lessee.

Rental Forms - Along with the lease agreement, the Unit Owner is also required to submit a completed Vintage Oaks Information Sheet within 14 days of occupancy.

Approval - The Board determines that the lease agreement satisfies the requirements of the Declaration and these By-Laws relating thereto. Guidelines for owners are as follows:

- a. A new request for approval shall be submitted for any change in lessee and/or renter.
- b. All Leasing or Rental agreements shall be in writing and shall expressly state that they shall be subject to this Declaration and the By-Laws (with a default by the tenant in complying with this Declaration and/or By-Laws constituting a default under the Lease or Rental agreement).

- c. The Homeowner is further responsible for notifying the Board of Directors of any change in tenancy so that parking records may be kept up-to-date, new tenant contact information, new owner information, etc. At the expiration of each initial lease, the owner must obtain new approval even if the tenant has not changed.
- d. **It is the responsibility of the Unit Owner** to inform their tenant(s) of the parking rules at VOCA. Neither VOCA nor the Board of Directors will be responsible for refunding parking fines or towing fees to the Unit or vehicle Owner of any sort that may be assessed against for illegally parking within VOCA in disobedience of VOCA Rules & Regulation. ***There is no grace period.***
- e. **It is the Owner's responsibility to supply his or her tenant(s) with a current copy of the Rules & Regulations.** Tenants are responsible for knowing the rules. In addition, owners of rental units are responsible for notifying the Board of any change in tenant vehicles.

HARDSHIP EXCEPTION – If an owner requests approval to rent/lease a unit, and the rental cap has been met, the Board may consider a request by an owner for a Hardship Exception. Below outlines the processes and guidelines of a hardship request:

1. The request for a hardship lease approval must be in writing via regular, e-mail or fax to the Board of Directors. The request is to be submitted to the Board and will be reviewed at the next regularly scheduled Board Meeting.
2. The homeowner must specify the nature of the hardship and provide applicable documentation. Qualifying hardships may include a job transfer, severe illness, and financial crisis such as job loss or other.
3. If the hardship is approved the homeowner must provide the following information to the Board of Directors in writing and in the time criteria listed:
 - a. The Titled Owner and Board of Directors must sign an Undo Hardship Authorization to lease agreement.
 - b. The Titled Owner will be responsible to the Board of Directors for a quarterly status report. During the last quarter (90 days) of the Hardship lease period (one year) the Titled Owner must submit an end of hardship report indicating whether the hardship is ending or requesting an extension. If there is a request for an extension, the procedures will be the same as if requesting an initial hardship. Please be aware that the

Board will not approve as hardship for more than a 12 month period.

c. Other criteria as may be set by the Board.

4. Non-compliance will result in a fine of \$1,000 every 30 days. A lien may be placed on the real property. All legal fees associated with filing the lien and/or fine will be charged to the homeowner.

21. **RIGHT OF ENTRY**

The Board and its agents or employees, may enter any unit or limited common element (i) in the event of any emergency originating in or threatening the Unit, Common Elements or other Units, (ii) requiring repairs necessary to protect public safety, whether or not the Owner is present at the time, (iii) for the purpose of performing installations, alterations, or repairs to any Common Element, (iv) to prevent damage to the Common Elements or another Unit, or (v) to inspect the Unit to verify that the Owner is complying with the restrictions and requirements described in the Declaration, the Bylaws, and/or the Rules and Regulations, provided that requests for entry are made in advance and that such entry is at a time reasonable convenient to the Owner unless otherwise stated above. The Association shall not be deemed guilty in any manner of trespass for entering a Unit or any portion of the Condominium in accordance with the Declaration.

Prior to entry for any non-emergency maintenance the management company will provide the homeowner with 24-48 hour written notice.

22. **TRASH**

- a. All garbage and trash shall be securely bagged in plastic before depositing into trash container.
- b. Cardboard boxes shall be flattened before placing in recycling container.
- c. Christmas trees are to be placed in area reserved for pick up as directed by the Board.

23. **OWNER INFORMATION SHEETS**

Owner Information Sheets will be sent to all owners annually. These must be completely filled out and returned to the Board within 45 days.

Vintage Oaks Condominium Association

Application to Modify Exterior

As explained in our Declarations, exterior improvements or modifications require approval by our Board of Directors. This is the form used for applying for such approval. Please describe all changes you propose to make to your exterior. Include a scale drawing(s) with top (plan) and side (elevation) views as necessary to clearly establish locations and elevations of any structures. Include dimensions and materials and specify color(s) if appropriate. Your drawing should include existing structures and boundaries where necessary to indicate relative location. To avoid delay of Board of Directors action, please include all information the Board of Directors will need to make their decision. Attach additional pages if needed.

You may deliver this completed form along with drawings, to the Board of Directors. A copy of this form will be returned to you shortly with the bottom portion completed as your receipt.

Owner(s): _____ *Phone:* _____

Address: _____

Affected address, if different: _____

Brief description of proposed modification: _____

Signed: _____ *Date:* _____

FOR BOARD OF DIRECTORS USE ONLY

Board Decision Approved _____ Declined _____

Approval Signatures:

1. _____

2. _____

3. _____

Board Adapted May 24, 2012

Vintage Oaks Information Sheet

Unit Number: _____

Unit Type: Owner Occupied _____

Number of Occupants: _____

Investment Rental _____

*Family Rental _____

Hardship Rental _____

Owner(s) Information

Owner(s) Name(s): _____

Owner(s) Home Address: _____

Owner(s) E-mail Address: _____

Owner(s) Home Telephone Number: _____

Owner(s) Work Telephone Number(s): _____

Owner(s) Cell Telephone Number(s): _____

Owners Proof of Insurance _____

Emergency Contact Information (Not applicable if owner lives off-site)

Emergency Contact Person: _____

Emergency Contact Person Telephone Number: _____

Vehicle Information (Not applicable if owner lives off-site)

Vehicle1 Make and Model: _____

Vehicle 1 Year: _____ Vehicle 1 Color: _____ Vehicle 1 Licensed State: _____

Vehicle 1 License Plate Number: _____

Vehicle 2 Make and Model: _____

Vehicle 2 Year: _____ Vehicle 2 Color: _____ Vehicle 2 Licensed State: _____

Vehicle 2 License Plate Number: _____

Pet Information (Not applicable if owner lives off-site)

Number and Approximate Weight of Pets: Dogs: _____ Cats: _____

Building Access Information

Number of Gate Remote Controls: _____

Number listed on Gate Remote(s): _____

Number of Card Keys: _____

Number listed on Card Key(s): _____

Do you have a copy of the CC&R's _____ Have the CC&Rs been read and understood _____

Copy of the Rules & Regulations? _____ Rules & Regulations read and understood? _____

Tenant(s) Information

Tenant(s) Information

Adult Tenant(s) Names(s): _____

Tenant(s) E-mail Address(s): _____

Tenant(s) Home Telephone Number: _____

Tenant(s) Work Telephone Number(s): _____

Tenant(s) Cell Telephone Number(s): _____

Tenant(s) dates of lease: beginning _____ until _____

Does the tenant(s) have a copy of the Rules & Regulations? _____

Tenant's relationship to owner (If family rental *) _____

Tenant's Proof of Insurance: _____

Emergency Contact Information

Emergency Contact Person(s): _____

Emergency Contact Person(s) Telephone Number: _____

Vehicle Information

Vehicle 1 Make and Model: _____

Vehicle 1 Year: _____ Vehicle 1 Color: _____ Vehicle 1 Licensed State: _____

Vehicle 1 License Plate Number: _____

Vehicle 2 Make and Model: _____

Vehicle 2 Year: _____ Vehicle 2 Color: _____ Vehicle 2 Licensed State: _____

Vehicle 2 License Plate Number: _____

Pet Information

Number and Approximate Weight of Pets: Dogs: _____ Cats: _____

Building Access Information

Number of Gate Remote Controls: ____ Identification Number(s): _____

Number of Card Keys: ____ Identification Number(s): _____

I certify the above information is true and complete:

Signature

Date

Signature

Date

* Family rentals are reserved for immediate family (parent, child, sibling only).

If additional space is needed, please use the back of this form.

**RESPONSE TO VINTAGE OAKS CONDOMINIUM
VIOLATION NOTICE**

If you have extenuating circumstances to explain this situation, or you believe that this violation notice was sent in error, please take the time to respond and submit this form to the Board of Directors. A copy of this will be placed in your individual file on your behalf for future reference. If you would like a hearing with the Board of Directors, please request specifically below.

Thank you for your cooperation.

FROM: _____

Homeowner(s) Name

Mailing Address

Telephone Number

Please note any comments, concerns and conditions, which may prevent compliance within the time frame, set forth in the violation notice.

\ _____
Signature

Date

Return to the Board of Directors

