

COUNTRYSIDE CONDOMINIUMS

RULES AND REGULATIONS

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1.0 INTRODUCTION

The following is a set of Rules and Regulations which have been adopted by the Board of Directors to govern use of the common areas by Countryside homeowners, tenants, and guests. They are intended to benefit everyone by providing a guideline for Countryside residents regarding personal behavior and use of the common areas. Your cooperation in following these rules will make the complex more useable and enjoyable for yourself and other residents.

2.0 LEGAL BASIS

The Board has adopted these Rules and Regulations in accordance with the provisions of the Declaration of Covenants which state:

"The Association may make reasonable rules and regulations governing the use of the units and of the common elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration of Covenants. The Association may suspend any owner's voting rights in the Association during any period or periods during which such owner fails to comply with such rules and regulations, or with any other obligations of such owner under this Declaration. The Association may also take judicial action against any owner to enforce compliance with such rules, regulations, or other obligations, or to obtain damages for non-compliance, all to the extent permitted by law."

"No owner shall violate the rules and regulations for the use of the units and of the common elements as adopted from time to time by the Association."

3.0 RESIDENTIAL USE

Each condominium unit will be used for residential purposes only; no trade or business of any kind may be carried on therein.

4.0 LEASE OF A CONDO

Condos may not be leased for periods of less than one month. All leases shall be made subject to the provisions of the Declaration of Covenants and to this set of Rules and Regulations. Condominium owners are responsible for the behavior and acts of their tenants.

5.0 ALTERATIONS OR CHANGES

Nothing may be altered on, constructed in, or removed from the common elements nor may structural alterations be made to any condo unit (including plumbing, electrical, or similar work) except upon prior written consent of the Association. Examples of changes which require Board approval include exterior painting,

lighting, attachments to decks, patios, or privacy walls, modifications to doors or windows, installation of screen doors or air conditioning units, and planting flowers outside the privacy walls. If you have such plans please submit your request for modification to the Board before proceeding with something which may have to be undone.

6.0 USE OF COMMON ELEMENTS

- 6.1 No personal items of any kind are to be stored in entrance areas in a way which would block access to any condo or mechanical room, or which would compromise the safety, or appearance of the area or which would create a health hazard.
- 6.2 Personal items situated or stored on patios and balconies should not be visible from the common areas or from another condo unit. Exceptions to this rule include neatly stacked firewood, patio furniture, BBQ grills, flower boxes, or bicycles.
- 6.3 Garage sales and similar types of events are allowed only on days designated for such events by the Board of Directors. See the spring newsletter for allowable dates.
- 6.4 To protect the Association's streets and parking areas, no vehicle over 7000 lbs. gross vehicle weight may be located on the parking areas or driveways at any time.
- 6.5 Residents are prohibited from using the Association's parking areas or streets for:
 - a. washing vehicles
 - b. vehicle repairs including but not limited to engine or transmission removal, changing of oil, transmission oil, or anti-freeze, body/fender work, paint application, or removal of paint, etc.
- 6.6 No "For Sale" or "For Rent" signs or any other types of signs are permitted on the premises without the prior written consent of the Association.
- 6.6 With the exception of bar-be-cues or other such devices for the specific purpose of cooking, residents may not use open flames on any part of the common areas, patios or balconies. When choosing a device to be used for outside cooking, residents are encouraged to use propane fired devices which do not throw off sparks and which can be turned off immediately after cooking.

7.0 TRASH

The trash dumpsters are for the use of residents only for the purpose of disposing of common household trash. Trash must be placed inside the dumpster container. It may not be left on the ground inside the enclosure or alongside the enclosure. Hazardous materials such as motor oil, batteries, paint, or other household hazardous wastes should be disposed of properly and may not be left in the dumpster enclosures.

8.0 PATIO FENCING

The ground level patios within the complex are defined in the Covenants as limited common elements which are reserved for the use of a single condo resident. In response to requests from residents, the Board of Directors has set the following guidelines for enclosing these ground level patios with fences:

- 8.1 The existing walls of the buildings and the privacy walls between patios may not be moved or altered.
- 8.2 Any fence used to close the opening between privacy walls may not exceed 4 ft in height, must be constructed of wood and be painted to match the siding color on the buildings. (For paint color, contact the Manager.)
- 8.3 For the purpose of safety egress and of maintenance access, any fence used to close the opening between privacy walls must include a gate which may not remain locked.
- 8.4 Before installation of any such fence, a plan of the proposed addition must be submitted to the Board of Directors for approval. The plan must show the proposed location, configuration, and materials which will be used in construction of the fence.
- 8.5 The Board of Directors reserves the right to have it's agents remove any fence which is not in conformance with these guidelines and to charge the expense of this removal to the owner of that condo.

9.0 NOISE AND NUISANCES

When living in such close proximity to our neighbors, we must all be aware of the rights of those around us. Noise levels and stereo volume settings should be kept at a level which will not become a nuisance to residents in adjoining condos. In particular, noise such as stereos and laundry activities should be carried out no earlier than 7 AM and no later than 10 PM.

No noxious, destructive, or offensive activity shall be carried on in any unit or on the common elements nor shall any activity be

carried on which is an annoyance or nuisance to residents of the complex.

10.0 USE OF TENNIS AND BASKETBALL FACILITIES

The tennis and basketball courts are available to residents of Countryside Condominiums and their accompanied guests. Children must be accompanied by adults on the tennis courts and only tennis use is permitted. The courts are not to be used for bicycle riding or as a general play area. The tennis courts must remained locked at all times.

11.0 ANIMAL POLICY

11.1 COVENANT PROVISIONS - No dogs (whether belonging to an owner, tenant, or visitor) are allowed in any unit or on the common area at any time. No animals are permitted to freely roam or use the common areas. Owners agree to prohibit their animals (or those of a tenant or visitor) from creating any "nuisance" to other owners or residents, including but not limited to odor, waste, and noise.

11.2 ENFORCEMENT WITH RESPECT TO DOGS - Should a dog be found to be living in or visiting a condo, the Homeowner's Association (HOA) will notify the condo's owner of the Covenant violation and that the dog must be removed immediately and permanently. The HOA will initiate legal action within 10 days of first notification if the dog remains on the property. All legal costs incurred in the enforcement of the Covenants will be charged to the account of the owner of the condo in question. The Board may also elect to assess fines for violations of the dog policy (see Fines elsewhere in the Rules).

11.3 ENFORCEMENT WITH RESPECT TO CATS (or other animals)

11.3.1 In response to a resident's complaint, the Manager will first ask the complainant to seek resolution of the problem with the owner of the animal. The HOA will take no action unless the complainant can provide the date of such action, a description of the animal, and the address at which it lives.

11.3.2 If the above conditions are met, the Manager will ask the complainant to complete and sign an Animal Control Complaint form. Upon receipt of a signed complaint, a letter will be mailed to the animal's owner, (if the animal's owner is a tenant, a copy will also be mailed to the condo's owner) together with a copy of this policy. In accordance with the Covenants, this letter will require that the animal be kept indoors unless

accompanied by its owner, or that any nuisance mentioned in the complaint be remedied and not repeated.

11.3.3 If a second complaint is received about the same animal, a second letter will be sent which states that non-compliance with the policy makes the animal's owner and the condo's owner subject to fines as defined in the Rules. They will also be asked to respond in writing to the Board and/or attend the next Board meeting to explain why they have not responded or should not be fined.

11.3.4 The Board will review the case and assess fines where deemed appropriate in accordance with the Rules. Fines are assessed against the condo's owner, will become a lien against the condo property, and will be collected in the same manner as any other amounts owed to the HOA.

12.0 PARKING POLICY

The streets and common area parking lots within the complex are intended for the exclusive use of residents and guests of Countryside Condominiums. It is the intent of this Policy that parking should be reserved for the personal vehicles of those residents and guests. The parking areas may not be used for storage of unused vehicles or personal items.

12.1 No commercial vehicles may be parked on the common areas except while temporarily engaged in transport to or from a Condominium unit. For the purpose of this Policy, a 3/4 ton or smaller pickup will not be considered a commercial vehicle.

12.2 No cars, trucks, motorcycles, boats, trailers, campers, motor homes, tractors, or other vehicles or equipment may be stored or remain in an inoperative mode on the Common Areas without the express written permission of the Board of Directors of the Countryside Condominiums Homeowner's Association. For the purpose of this Policy, the term "stored or inoperative" will apply to any vehicle which is not currently licensed or has not been moved within a period of 30 days.

12.3 Any vehicle which is parked or stored on the Common Areas in violation of this Policy may be towed from the property and impounded at the vehicle owner's expense.

12.4 Certain parking areas between Countryside and Cottonwood Park have been designated for use by Cottonwood Park residents only. Please note the signs and park accordingly.

13.0 COVERED PARKING POLICY

The purpose of this policy is to establish procedures for the allocation and maintenance of covered parking spaces such that all Countryside homeowners have equal opportunity to reserve the use of covered parking spaces.

13.1 ALLOCATION

- 13.1.1 All covered parking spaces have been assigned an identification number which has been attached to the front of the stall.
- 13.1.2 A yearly lottery will be held in two rounds by the Board of Directors in November of each year. Homeowners wishing to reserve covered parking for the coming twelve months may enter one request per round. Homeowners in arrears in paying monthly HOA fees will not be eligible to participate in the lottery.
- 13.1.3 Requests will be selected at random from all the entries received by the entry deadline. The first request selected will entitle that homeowner to reserve any covered parking space. Each subsequent entry drawn will entitle that homeowner to any space that has not yet been reserved.
- 13.1.4 If all requested carports have already been assigned at the time an entry is drawn, the carport closest to the requested ones will be assigned to that homeowner. That homeowner will be given the right to forfeit that space with the understanding that the space will be assigned to the next homeowner drawn in the lottery.
- 13.1.5 In the event that there are unassigned spaces at the end of the first round, a second drawing will be held for those who submitted requests for a second space. The maximum allowable number of parking spaces assigned to any homeowner is two.
- 13.1.6 Special covered parking permits will be issued which allow exclusive use of the covered parking space assigned to each homeowner. These permits must be visibly displayed in the vehicle when it is parked in a covered parking space. The Board of Directors reserves the right to tow any car parked in a reserved covered space without the proper permit displayed.
- 13.1.7 Homeowners will be notified by December 1st of each year of the lottery outcome. Monthly covered parking fees will be billed and payable at that time.
- 13.1.8 Any unreserved covered parking space remaining after the lottery will be unavailable for use.

13.2 PARKING FEES

- 13.2.1 The monthly covered parking fee will be set by the

Board of Directors (currently \$5.00/month/space) each year at the time of the lottery. The fee will be clearly stated in the advertisement of the lottery and on the entry form.

- 13.2.2 Each entry selected in the lottery will obligate the homeowner to pay the monthly covered parking fee. That fee will be added to the monthly billing for that condo.

14.0 FINES & ENFORCEMENT

On those occasions in which residents fail to comply with the Rules and Regulations listed above, the Board reserves the right to assess fines in accordance with the procedure outlined below.

- 14.1 In the event that a violation of the Rules is reported, the Manager will contact the resident, inform him/her of the Rule violation, provide a copy of these Rules and Regulations if required, and ask that the resident comply with the Rules.
- 14.2 In the event that the resident takes no action to comply with the Rules, the Manager will send a notice in writing to the resident asking that he/she comply within a specific time period.
- 14.3 In the event that the resident still fails to comply, the Manager will send a letter to the resident informing him/her that the Board of Directors will consider assessment of a fine at the next Board meeting. The letter will include the date and time of the next Board meeting and will ask that the resident respond in writing to the Board or appear at the meeting to explain their failure to comply.
- 14.4 If the explanation offered is not acceptable to the Board, a fine may be assessed. Fines will be in an amount deemed appropriate by the Board, but will generally occur in increments of \$25 up to a maximum of \$100. The resident will be notified of the fine within 10 days after the meeting and the fine will be added to the account of the condo owner.
- 14.5 Continued failure to comply with the Rules may result in additional fines levied at subsequent meetings.
- 14.6 As provided in the Covenants, fines will be added to the account of the condo's owner and may be collected in the same manner in which delinquent dues may be collected. Attorney's fees for collection activities will also be added to the owner's account.
- 14.7 Because condo owners are responsible for the behavior of

their tenants, all fines and collection activities will be taken against the condo's owner and a copy of all communication with tenants will be sent to the condo's owner.

15.0 DAMAGE

The Association recognizes the possibility that situations will develop in which damage to a downstairs condo will result from a problem with the plumbing in an upstairs condo. The Board of Directors has reviewed the language in the Declaration of Covenants regarding such situations and adopted the following policy:

- 15.1 The Declarations specifically state (Page 7, Article 4.14a) that it is the responsibility of each condo owner to maintain at his own expense "all fixtures and equipment installed within the unit commencing at a point where the utilities enter the unit."
- 15.2 If water leaking from within one condo causes damage to another condo, then the owner of the offending condo will be held responsible for the cost of repairs or restoration to the damaged condo.
- 15.3 For administrative purposes the following procedure will be followed when such conditions are reported:
 - 15.3.1 If the damage is ongoing, the Manager will take those steps necessary (as outlined in Declaration Article 4.11) to enter the offending condo and limit the damage. Any damage to the offending condo which is caused by this emergency effort will be repaired at Association expense (Article 4.11a).
 - 15.3.2 The Manager will then attempt to contact the owners of the condos involved and make arrangements for cleanup and repair efforts. Where possible, the owners will determine between them the need for repairs and make the necessary selection of contractors to perform the repairs.
 - 15.3.3 During these discussions, a copy of this policy should be given to each party involved. If the HOA's insurance will cover the cost of repairs, this will be explained, as will the deductible amount of \$500. The HOA will cover the cost of the deductible portion of the claim unless there is evidence that the cause of the damage was due to negligent conduct.
 - 15.3.4 It is important to note that while the offending

condo's owner may have a voice in selection of contractors and in minimizing the cost of repairs, the repairs must be performed to the satisfaction of the damaged condo's owner.

15.3.5 In the event that the owner of the offending condo is unavailable or uncooperative, the Manager will make arrangements with contractors to perform the repairs, and will minimize cost of repairs where possible. The Association will pay the contractors involved and will add the amount of any such payments to the account of the owner of the offending condo.

15.3.6 In the absence of payment of these charges by the owner of the offending condo, the Manager will take such legal steps as are available and necessary (also defined by the Declarations) to collect such charges.