

**VILLAGE AT CORDATA NORTHSIDE CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED RULES AND REGULATIONS**

Dated the 13 day of September 2018.

These Amended and Restated Rules and Regulations are adopted by the Village at Cordata Northside Condominium Association in consultation with Counsel and in accordance with the Bylaws of the Village at Cordata Northside Condominium Association (hereinafter "Bylaws") and the Declaration of the Village at Cordata Northside Condominium (hereinafter "Declaration").

The intent of the Rules is to enhance the value of the Units, Common and Limited Common Elements of the Condominium and to protect and enhance the quality of life for all residents in the community.

It is understood that ownership within a condominium association brings with it responsibilities to one's neighbors and the rest of the community.

These Amended and Restated Rules and Regulations completely replace any existing Rules and Regulations of the Association.

A. BOARD OF DIRECTORS

The Board of Directors of Village at Cordata Northside Condominium Association (hereinafter "Board") is elected by the membership of the Village at Cordata Condominium Association (hereinafter "Association"). Aside from governing the day-to-day business of the Association, one of the important responsibilities of the Board is the enforcement of the Rules and Regulations, the Bylaws and the Declaration of the Association. The Board's authority for the enforcement of these responsibilities is set forth in Section 7.6 of the Bylaws.

B. AN ADULT COMMUNITY

The Village at Cordata Northside is an all adult community, requiring:

- 80% of the Units in the housing shall be occupied by at least one person who is at least fifty-five (55) years of age or older;
- At least ninety-five percent (95%) of the Units shall be occupied by at least one person forty (40) years of age or older.

Children under the age of eighteen (18) may not reside in the Village at Cordata Northside.

- Children may visit for two (2) weeks out of an eight (8) week period.
- Visiting children are not allowed to play in the streets unsupervised.

C. FEES

Monthly fees are established by the Board pursuant to the annual budget process outlined in Section 10.1 and 10.2 of the Declaration and assessments as outlined in Section 10.4 of the Declaration.

The monthly fee/assessment covers the common expenses of the Association, as described in Sections 2.6 and 8.4.2 of the Declaration, which includes, but is not limited to: lawn/tree/shrub care, sprinkler systems, exterior maintenance of structures, garage doors/openers, gutters, roofs, road maintenance, property and liability insurance, basic cable TV, and water/sewer utilities.

A portion of the monthly fee/assessment also goes towards reserves for capital improvements, major repairs, replacements and insurance deductibles, as outlined in Section 10.3 of the Declaration.

D. VEHICLE PARKING

Unit Owners are allotted four (4) parking spaces, two in their garage and two outside on their driveway.

- No permanent parking on roadways is permitted; overnight parking in Owner garages is preferred, including overnight caregivers.
- Visitors will park in driveways, unless a Unit Owner has a large gathering/group.
- For large groups/gatherings at a Unit, parking is allowed curbside on roadways for daytime or evening affairs.
- Parking spaces in front of the Clubhouse are intended for limited use by residents or workers having business in the Community.
- RVs and boats may be parked at curbside for up to eight (8) days a month (but not more than four (4) consecutive days at a time).

E. CHANGES TO BUILDING EXTERIORS OR LANDSCAPING

- Unit Owners must have written approval from the Board *before* the desired change to the building exterior or landscaping is *commenced*.
- Forms to request remodeling/deck changes are available from the Board.
- Decks must follow approved plans; railings must be painted white or the coordinating color approved by the Board.
- Existing trellises are grandfathered in and no new trellis attached to the house or Unit will be approved.
- Flags and banners may be displayed only on appropriate occasions.
- Satellite dishes (18"), subject to prior approval by the Board, are permitted as follows:
 - o On top of patio decks;
 - o On tripods adjacent to the Unit;
 - o Inside the attic of a Unit; and
 - o On the fascia of the Unit.

F. ESTATE SALES

- Estate sales are allowed only as follows:
 - o After the death of a resident of a Unit; or
 - o On the occasion of a Unit Owner moving to a health care or retirement facility.
- The administrator or personal representative or surviving spouse must apply to the Board, in writing, for permission to hold an estate sale.
- Sales must be held within the Unit or its garage, not on the lawn/yard area and signs advertising it shall clearly state that it is an Estate Sale.
- Sale hours are limited to not more than two consecutive days between the hours of 10:00am and 2:00pm.
- Garage and/or yard sales that are not estate sales, are *not* permitted.

G. ADVERTISING SIGNS

Signs of any kind are not allowed other than real estate "For Sale" signs placed inside the Unit or garage in a window that is visible from the street. Upon written request, the Board may allow a sign to be taped on the outside of the window for better visibility.

H. GARBAGE CANS / RECYCLING BINS

- Except for the scheduled pickup day, garbage cans and recycling bins must be stored inside the garage.
- Following garbage and recycling pickup, the containers should be taken back in to the garage as soon as possible.

I. PETS

- Well behaved small pets are allowed, not to exceed 40lbs in weight
- All dogs must be on a leash when walked within the condominium boundaries.
- Dogs of vicious or aggressive disposition are not permitted regardless of size.
- All animals should be spayed or neutered.
- No pets are allowed in the Clubhouse, except for service animals.
- Owners are to immediately remove pet waste and dispose of it properly.
- Owners are responsible for all pet damage.
- Fences and enclosures are not allowed.
- It is highly preferred that dogs be taken outside the General Common Elements of the Association to defecate or wet. However, during inclement weather, dogs are permitted to use an area next to the Owner's Unit, but any waste must be immediately picked up and disposed of properly.
- Guest dogs must abide by established Association rules.

- Ground or hanging feeders for wildlife (geese, ducks, raccoons, songbirds, etc.) are not allowed.
- Sheds, greenhouses, dog houses, or bird houses attached to the Unit are not allowed.
- Outdoor cats are not allowed.

J. AUTOMOBILE WASHING

Washing of vehicles is allowed only where the run-off waste water is collected in one of the catch basin filters now installed in some street drains. These filters prevent soap residue from polluting ground water.

K. RENTAL OF UNITS

1. Limitation on Number of Rentals. The total number of Units in the Condominium which may be leased or rented is subject to a maximum of 10% (6 Units) at any one time. Rental of any Unit requires written Board approval.

2. Rental Waiting List. The Board shall establish a Rental Waiting List, containing a list of Owners who wish to rent their Unit, but who are prevented from doing so because of the Rental Cap. Any Owner who wishes to place his or her unit on the Rental Waiting List shall submit a "Request for Approval to Lease a Unit" to the Board along with a \$20 fee. Priority on the Rental Waiting List will be determined on a first-come basis, based upon actual receipt by the Board of the Request for Approval to Lease a Unit along with the \$20 fee.

3. Maintenance of Rental Waiting List.

3.1 Once the Board receives notification or otherwise learns that an additional rental is available under the Rental Cap, the Board will notify the first several Owners on the Rental Waiting List that another Unit is available to be rented, and when a new lease may commence (which date will be determined in the discretion of the Board, based on the expiring lease(s) and/or other factors as determined by the Board (the "new lease commencement date"). The first Owner "at the top" of the Rental Waiting List will have 10 days to notify the Board of said Owner's decision regarding whether they will exercise their option to lease their Unit by providing an updated "Request for Approval to Lease a Unit" with the information as required under Section 3 and 4 herein. If they do exercise their option to lease, they will have thirty (30) days from the new lease commencement date to enter into a lease that begins within that thirty-day timeframe, subject to the terms and conditions herein.

3.2 Following notification to Owners on the Rental Waiting List that an additional rental is available, if the first Owner on the Rental Waiting List elects not to lease their Unit, or fails to respond within the 10 day period, the option to lease will move down to the next Owner on the Rental Waiting List, and then to the next Owner, and so on, with the same timeframes applied to exercise the option to lease and to enter into a lease

and begin leasing. Any Owner who fails to exercise their option within the applicable timeframe will be moved to the bottom of the Rental Waiting List. To be courteous and fair to other Owners on the Rental Waiting List, if at any time in the above-described process an Owner chooses not to follow through and lease their Unit, they shall promptly notify the Board so as to enable the Board to notify the next Owner on the Rental Waiting List.

4. Review of Information. The Board will review and check the information on the Request for Approval to Lease a Unit, calling the Owner as necessary. It will also verify that the age and pet provisions in Section 9.1 of the Declaration will be complied with.

5. Consideration of Request. The Board will consider the Request for Approval to Lease a Unit and determine:

5.1. Whether the Request for Approval to Lease a Unit is approved or not approved and if not approved, the specific reason. All decisions of the Board will be in writing.

5.2. If the maximum number of allowed rental units (6) has not been reached, the request should typically be approved subject to the Owner providing specific information about the tenant and age restrictions are verified. In fairness to other Owners who have requested lease approval but are on a waiting list, approval will be withdrawn without further action if the Unit is not occupied by a tenant within 60 days of the date of notification by the Board.

6. Expiration of Approval. Owners who have obtained Board approval of a request to lease, and thereafter have been leasing their Unit, will have their approval expire if the Owner (i) has not relet their Unit and has tenant occupancy within 45 days of the lease expiration date; (ii) has placed the Unit for sale; or (iii) has reoccupied the Unit. After approval has expired, a new Request for Approval to Lease a Unit form must be submitted for any additional leasing of such Unit, in fairness to other Owners on the waiting list.

7. Contents of Form to Request Approval to Lease A Unit

The Board shall maintain a form titled "Request for Approval to Lease A Unit". Such form will be available at the Clubhouse.

7.1 Address of Unit to be leased;

7.2 Name of real estate agent or property manager involved, if any, and his/her firm name, office phone, and cell phone;

7.3 Name of tenant, if known;

7.4 The proposed lease's effective date and the lease expiration date as they are or will be shown in the proposed lease agreement;

7.5 A section acknowledging receipt of a copy of these Rental Unit Rules and Regulations, which specifies the provisions of Declaration Section 9.2;

7.6 A section noting other Restrictions and Conditions including: (a) a Unit cannot be leased for hotel or transient purposes; (b) no Owner may lease less than the entire Unit; (c) all lease agreements shall be in writing and subject to the Declaration, Bylaws, and Rules and

Regulations of the Association; (d) no lease shall be for a period or periods of less than thirty (30) days; and (e) Units shall be used for residential purposes only;

7.7 A place for the signature of the Owner and the date;

7.8 Space for recording: (a) date the request form was received by the Board; (b) date the age restrictions were verified; (c) date of, and action taken by the Board; (d) date the approval of the request will expire; (e) date a copy of the lease agreement was received; and (f) date a copy of the request form was placed in the Owner's file.

L. ENFORCEMENT OF THE GOVERNING DOCUMENTS

Communicating the offensive or inappropriate nature of action(s) to the Unit Owner shall generally be the preferred first option for rectifying problem situations. Owners in turn are responsible for the behaviors of their tenants and guests and service people.

Likewise, the Board shall weigh the circumstances in favor of leniency should the situation be a first offense and / or have the genuine appearance of an accident where reasonable care was exercised and should the Owner's response be quickly and fully cooperative, providing a complete resolution to the situation.

1. Schedule of Fines: Failing the above, the Board, following advice of counsel, has adopted the following schedule of fines that may be imposed by the Board following a hearing under Section 7.6 of the Bylaws which results in a determination that a violation of the Condominium Association's Declaration, Bylaws, or Rules and Regulations has occurred:

First Offense: Warning Letter & Call from the Board

Second Offense: \$25-\$50

Third Offense: \$50-\$100

1.1 Incurred Costs: The Board has the option to include in the fine any costs incurred by the Association or other Owner not exceeding \$500.00 that is caused by or related to any offense (including a first Minor Offense).

1.2 Opportunity to Rectify: For Minor Offenses, as appropriate, the Owner shall normally be given a period (averaging seven to ninety days, but variable based on circumstances) to rectify a situation before a second or third fine would be imposed.

1.3 Exceptional Circumstances: Continuing Offense Fines: These fines are only for situations where an Owner or Tenant fails or refuses to cooperate. For **Major Offenses** the Board may elect to impose "Continuing Offense Fines" of \$ 10-50 per day following a 3rd offense, or concurrently to a 1st or 2nd offense if the situation warrants. When a **Minor Offense**

merits a Continuing fine, it would normally be imposed following the 3rd offense and be for \$10 per day.

1.4 Waiver or Reduction of Fines: Should the Owner quickly cooperate and rectify the situation in good faith, the Board should consider waiving or reducing fines or placing them in suspension for a period of one to twelve months during which the Owner must remain free of violations, and at which point the fines would adjust to a reduced or zero amount.

1.5 Minor vs. Major Offenses:

- Minor Offenses are those which do not represent threat to human health or safety, nor risk of harm to valuable property. These may consist of, but not be limited to, noise and pet regulations.

- Major Offenses are those which do involve a threat to human health and safety or risk of harm to valuable property. Major Offenses consist of, but are not limited to, speeding within the Association, failing to abide by the Association's Rules and Regulations, and violations of City Ordinance.

2. Hearing Procedure: Section 7.10 of the Bylaws contains provisions for the conduct of hearings "...where a fine or Special Assessment for misconduct is proposed, or in any other case where the Board, in its discretion, deems necessary or advisable..." If the Board has determined that a fine is necessary, as set forth in the Rules and Regulations, then notice and proceedings under Section 7.10 of the Bylaws shall commence.

3. Lien. Any fine assessed pursuant to these Rules that goes unpaid, shall become a Special Assessment, as per the terms of Section 10.7 of the Declaration, and shall become a lien against the subject Unit and subject to enforcement provisions contained in Sections 10.15 through 10.21 of the Declaration.

The Board of Directors of Village at Cordata Northside Condominium Association approved these Rules and Regulation dated _____

VILLAGE AT CORDATO NORTHSIDE CONDOMINIUM ASSOCIATION

By: Severly Brownrigg
Its: President

ATTEST:

By: Cheryl Schaele, pro tem
Its: Secretary
CHS