

SEXTON PLACE 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 the Association enjoy the quality of life to which they are entitled.

The Board of Directors of the 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 project 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and/or Bylaws unless noted.** All provisions of the Declaration and By-Laws remain in full force and effect (unless superseded by law) and must be adhered to by all owners and tenants.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 Condominium Association, who remains responsible for the conduct of his or her tenant(s) and their guests.** Owners are required to include in the lease/rental agreement a termination and/ or eviction clause in the event of a violation of the Condominium Association's Declaration, By-Laws or Rules & Regulations by tenants. For your protection, it is the Board of Director's recommendation that you consult legal counsel to make certain that you have these issues clearly outlined in your written rental or lease agreement with your tenant.

The Board of Directors establishes and enforces the rules established for the Condominium Association, manages the financial affairs of the Condominium Association and oversees the operation and maintenance of the 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 listed at the end of this manual.

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RULES & REGULATIONS

1. DEFINITION

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

2. OBJECTIVE

The main objectives of the HOA Rules & Regulations are to:

Establish minimum rules and regulations to promote each homeowner's enjoyment and use of the Condominium 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 Supplementals.
- b. Common Property shall mean and refer to 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. HOA refers to the Condominium Association, otherwise known as the Homeowners Association, Condominium Owners Association, and/or the "Association".
- g. Management Company and/or "Manager" refers to **FRESH START Real Estate, Inc.**

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 change to an installation upon the Common Elements (i.e. 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 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 advisors 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 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 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 Board of Directors, each in the amount of at least 125% of the estimated cost of such alterations or improvements or such other security as shall be satisfactory to the Association. 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 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 affect those around you, *prior approval is needed* and all applicable City and County permits must be obtained.

Conditions for approval of a central air conditioning unit are as follows: Stacked flat style units may have window type units permanently installed in the 1 or 2 pre-determined locations as set by the developer. All unit owners must complete the ARC Form and submit to the management company for processing. (NOTE: There is a 30-day turnaround time, so please plan ahead) All approvals given by the Board of Directors for installation of an air conditioning unit will be subject to completion and filing of a Covenant of Alteration with Washington County. All ARC applications must be submitted along with the \$37.00 filing **fee made payable to Washington County**. Once the stamped copy of the covenant is returned to the management company from Washington County, final approval will be deemed obtained.

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 the manger on the ARC form that can be found on the Association website. Neighbor notification on the ARC Form may be required prior to review by the Committee. 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, 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 elements, 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. Satellite dishes cannot be placed on Common Elements, or Limited Common Elements without prior written approval of the Board. Noncompliance with this rule will result in a notice of non-compliance and the possibility of fines being imposed, and shall result in an Notice to Correct pursuant to Section 8; however, because there is no means to correct the timeliness of the submission once the Owner has already placed the dish, there shall be a one-time fine imposed of \$100.00 for the failure to timely submit for approval even if the Owner responds to the Notice to Correct by submitting for after-the-fact approval by the Board. This fine is in addition to any other applicable fines provided for in paragraph 8 below. The Owner may request a hearing on the imposition of this particular fine on the basis that the placement is in an area that is within the exclusive control of the Owner as provided under FCC regulation and therefore not subject to Association restrictions, but not on the basis that the Owner is taking action to seek an after-the-fact approval of the lease. In addition to any applicable fines for unauthorized placement, 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 (except not allowed at the front patio) and use of a flat wire is required for entrance into the unit. No other installation location or method for use of a satellite dish will be approved under any conditions. Satellite dishes must be smaller than 24 inches one (1) meter (39.37 inches) or less in diameter.

6. ASSESSMENT PAYMENT AND COLLECTION

a. Collection Policy / Delinquent Assessment

Assessments are due by the first of each month. Any assessment not received before the 30th of the month will incur a late charge of \$30.00 and the outstanding balance will accrue interest of 12% per annum. If payment is not received by the 30th of the month, a notice will be sent to the homeowner notifying them that their account is now delinquent. If an account becomes 25 days delinquent the Association will send a notice of intent to file a lien and charge the owner \$60 for this service. The notice shall demand payment and notify the owner that if payment is not received within 10 days, the Association will file a lien and that if payment is not then received, the Association may pursue foreclosure of the lien. If payment is not received, the lien will be placed against the property and notice will be given to the homeowner and the mortgage holder upon placing the lien of the default in assessments. If the account is not brought current within ten (10) days from the date the lien was placed, the Association may foreclose the lien or pursue any other means of collection 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 (i.e. Cost of lien process \$175.00, filing fees, legal fees, etc.). Once the lien has been put in place, the Account may be turned over to a collection agency and/ or attorney to obtain payment and all costs incurred will be the responsibility of the delinquent homeowner.

b. Statements

Statements are emailed to all owners on a monthly basis. Owners may request statements to be mailed via US mail at an additional cost of \$5.00 per mailing. Coupon books are no longer available for distribution.

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. If owner requests copies of these documents be provided, there is a charge for this as set by the management company. All homeowners receive initial copies of the governing documents through the Title Company at close of escrow. The fee for additional hard copies ranges from \$25 to \$135. These fees are not waived. It is imperative that all owners retain original copies provided at close of escrow. Potential purchasers can view copies of most documents through the website.

8. ENFORCEMENT OF RULES AND REGULATIONS

a. Enforcement of Rules

- i. The Board of Directors, Board Members and Residents all have the right to report any violation of the rules and regulations defined in the Declaration, By-Laws or Rules & Regulations of the HOA. 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 HOA members and Residents.
- ii. 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 Manager. This can be submitted by mail, facsimile, hand delivery or e-mail. Once received, the Managing Agent 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 Managing Agent will conduct inspections of the Project, at the discretion of the Board of Directors. The Managing Agent will maintain a current log of possible Rules & Regulations violations observed during these inspections. This list will be organized by address and if requested will be included in the monthly management report submitted to the Board of Directors. Addresses will remain on the violation list until the Managing Agent observes the violation has been corrected.

d. Notice to Correct / Request for Hearing

When a possible violation is noted, the responsible Owner will be notified in writing of the violation ("Notice to Correct"). In this notice the Managing Agent 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 10 days. However, a shorter time may be specified because of safety concerns, or if required by the Declaration or Bylaws.

The homeowner is also given 10 days from the date of this **Notice to Correct** to request a hearing with the Board of Directors. **The purpose of the hearing is for the Owner to provide evidence to the Board of Directors showing that the Owner was not in violation of any governing declaration or documents.** 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 require a hearing or fails to provide sufficient evidence that they were not in violation of the governing declaration and documents, *it is assumed that the owner agrees there is a violation and fines shall be imposed as provided in the Enforcement and Fine Resolution then in place at the time of the violation.*

The violation of provisions of Section 21 regarding submission of a lease for approval prior to leasing is a special case. Failure of an Owner to comply with the requirement in Section 21 to obtain approval prior to leasing the Owner's Unit shall result in an Notice to Correct as above, however because there is no means to correct the timeliness of the submission once the Owner has already leased the Unit, there shall be a one-time fine imposed of \$100.00 for the failure to timely submit for approval even if the Owner responds to the Notice to Correct by submitting the lease for after-the-fact approval by the Board. This fine is in addition to any applicable fines provided for in paragraph 8E below. The Owner may request a hearing on the imposition of this particular fine on the basis that there is no lease, or the lease is not subject to the lease restrictions, but not on the basis that the Owner is taking action to seek an after-the-fact approval of the lease.

e. Notice of Fine

If it is observed that the violation has not been corrected by the deadline in the 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 in accordance with the Enforcement and Fine Resolution 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 equal to double that shown in the Enforcement and Fine Resolution (\$1,000.00 for violations of Section 21) will be imposed on the homeowner's account. Should the violation (other than violations of Section 21) remain for another period of 15 days a third fine of triple of that shown in the Enforcement and Fine Resolution will be assessed. For continuing violations of Section 21, a \$1,000.00 fine will be imposed for every subsequent 30 days of noncompliance. For other violations, the Board will then review for additional imposition of fines or legal action to gain compliance with the governing documents. All fees, charges, and costs incurred by the Association in relation to gaining compliance, will be charged back to the Owner in violation.

f. Other Enforcement

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 Association 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.

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 Association.

9. GARAGES

- a. Garages may only be used for parking of vehicles and may not be used as part of the residence, i.e. bedroom, playroom, storage, if it prevents parking of vehicles at any time.
- b. Owner shall be responsible for repairing and replacing any automatic opening or similar device installed for the garage. Neither the Association nor Management will provide any type of service for the garage door opener. **This is the sole responsibility of the owner.**
- c. Owner shall be responsible for the maintenance and repair of any overhead garage door. Neither the Association no Management will provide any type of service for garage overhead doors.
- d. Owner may not make any permanent conversion of the garage.
- e. Garages shall remain completely closed when owner is not present.

10. GENERAL PROPERTY RULES

- a. 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.
- b. No items may be placed in any common area location, i.e. turf areas *without the written consent of the Board of Directors*. Owner's must submit a request in writing to place any item in the common area and receive written Board approval prior to placing any item in the common area. Any Owner who places items in the common area without prior written approval shall be subject to a violation and fine as defined in the Enforcement and Fine Resolution.
- c. 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.
- d. 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, barked areas, in front of or on the side or back of the units.
- e. If you use a garden hose or other equipment, it must be stored out of sight when not in use. During the months of May through September your hose may be neatly coiled (in a small tight coil) beside your home (your hose cannot be on a sidewalk, driveway or in any way be a hazard to pedestrian traffic). Owners may request approval for a specific garden hose holder. No holder that attaches to the building will be approved.
- f. Hanging, drying or airing of clothes, towels, rugs, etc., in windows or outside is prohibited. No exterior clotheslines are permitted anywhere in the Project.
- g. Only one (1) sign per Unit is allowed. Professional looking For Sale "push-in", not to exceed approximately 24" x 30" (No large post). "For Sale" signs are permitted immediately in front of homeowner's Unit 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 or around the exterior of the community. Political signs may be placed in the bark-dusted area outside of each unit 60 days prior to an election and must be

removed immediately following the election. Owners wishing to consider renting of unit, must obtain approval from the Board of Directors for placement of a For Rent sign.

- h. 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.
- i. No exterior radio, transmitter tower or other type of antenna (except as set forth in Section 5) may be constructed, installed or maintained within SPC.
- j. No aluminum foil, paint, newspaper or similar covering shall be applied to the windows or doors of any residence or garage. 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.
- k. No decals, stained glass or other ornamentation may be placed on any window of any unit or garage 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.
- l. **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.
- m. The mailboxes are **not** bulletin boards and may **not** be used for this purpose by anyone other than management. 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.
- n. 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, garage doors, etc.
- o. 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. This is generally to be scheduled in the spring or summer time.
- p. 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 bulbs or flowers, prior approval must first be obtained from the Board of Directors.
- q. On-site vehicle washing shall be permitted only in paved areas that discharge all waste to a water quality treatment facility.
- r. 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
- s. Installation of Air Conditioners affecting the Common Elements. Owners desiring to install permanent air conditioning equipment serving their Unit and penetrating the Common Elements shall apply to the Board of Directors, in compliance with paragraph 7.4 of the Bylaws, and the Rules and Regulations of the Association regarding submissions for alterations or additions. Installation of permanent air conditioning equipment penetrating

the Common Elements shall be conducted by contractors approved by the Board of Directors, and the installation shall be of a type, design, and color that is compatible with the Common Element construction and aesthetics of the development. As a condition of Association consent, the Unit Owner is required to agree to indemnify, defend, and hold the Association harmless from any and all liabilities, damages, claims, judgments, costs, and expenses (including attorney's fees) arising out of or relating to the Unit Owner's installation of air conditioning equipment, including, but not limited to, claims by other Unit Owners against the Association for damages to their Units.

Window-mounted Air Conditioning Units. Window air conditioners are allowed from May to October. Window air conditioners must be white or beige in color and in good Condition. Clear tape and Plexiglas should be used to fill in around the unit. Plywood or cardboard ARE NOT allowed. Air Conditioning unit must be small enough to not need support brackets to be placed under unit. No installation of support brackets will be approved. The Board may require removal if not aesthetically pleasing or noise from unit initiates complaints from neighboring units.

Enforcement. The Association may enforce the requirements of this resolution pursuant to the enforcement powers provided in the Rules and Regulations Manual, in addition to any other remedy provided by the Declaration or the Bylaws.

11. HARASSMENT

Residents are prohibited from verbally or physically harassing, annoying or threatening SPC employees, vendors or volunteers. Complaints regarding Association or management employees or vendors should be presented in writing to the Board of Directors, in care of the Manager. The Association 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.

12. HAZARDOUS ACTIVITIES

- a. No firearms shall be discharged within the project.
- b. No fireworks shall be set off within the Community.
- c. No open fires shall be lit or permitted within the Project, except in a contained barbecue unit **while attended** and in use for cooking purposes.
- d. No fire pits are allowed within the community.
- e. Any activity or condition that endangers the health or safety of others is prohibited.
- f. Nothing shall be done or kept in any Unit or on the Common Property, which will increase the SPC's rate of insurance or cause it to be canceled.

13. HOLIDAY DECORATIONS

Holiday decorations may be displayed 21 days before a holiday and must be removed within 14 days after the holiday. Such 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 (i.e. nails, tacks, push pins, etc.).

Winter Holiday Decorations

1. Winter Holiday decorations are permitted from November 1 until January 10th. Winter Holiday decorations must be removed by January 10th.
2. All Winter 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. Winter 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.

14. 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, parking of, or selling of vehicles, 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.

15. INSURANCE

1. Each Owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under Section 9.1.1. of the By-Laws and against his liability not covered under Section 9.1.2. 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, water leak, failure to maintain or repair a Unit or any space under the control of a Unit Owner, and/ or failure to otherwise comply with the Declaration and Bylaws and/ or rules on the part of any Unit Owner (the term "Owner" 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 caused, 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 Oregon 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. The provision shall prevail over any contradictory language in the governing documents.
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 allocable 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 to binding arbitration by an independent committee of three Unit Owners (not affected by such loss) for the 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 Portland 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 attorney's fees and costs, as well as any costs, compensation for 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. The current deductible is \$10,000
9. The provisions of this amendment shall be liberally construed so as to affect 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.

16. 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. Without limitation of the foregoing, each Owner shall be responsible for repairing and replacing any automatic opening or similar device installed for the garage door of that Owner's Unit. If an Owner fails properly to perform his or her maintenance and repair responsibility, the Association may enter on to the Owner's Unit and perform such maintenance and/ or repair and assess all costs incurred by the Association against the Unit and the Owner as a special assessment pursuant to Section 5.3.12 of the Bylaws.
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.

When the outside temperature is below 35 degrees, Unit Owners are required to disconnect all outside water hoses from the outside faucet. Unit Owners whose outside water hose is not disconnected during these cold temperatures will be responsible for any and all damages caused to pipes, walls, and exterior and interior surfaces.

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, vinyl siding and garage doors); 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.

17. PARKING RULES & VEHICLE RESTRICTIONS

There are limited over-flow and guest parking spots in the Association. 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 Association nor the Manager 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 in the Association is 5 mph.
- b. Parking is not allowed in the private marked streets, alleys and sidewalks within the Community. If a vehicle is parked in violation of this rule, the vehicle will be subject to immediate tow without notification to the owner.
- c. Parking of boats, truck campers, PODS or storage containers, recreational vehicles, or similar vehicles or equipment shall not be permitted unless completely enclosed within Owner's garage. Parking of these items within the garage cannot limit resident from parking all vehicles within the garage. 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 Project, except for the purposes of loading and unloading.
- d. Only minor maintenance such as vehicle cleaning, changing flat tires, and changing of a dead battery, etc. is allowed. No on-site vehicle maintenance or repair involving motor oils, fuels, or other lubricants or solvents shall be permitted anywhere on or within the Community. Owners permitting vehicles to leak on common and limited common areas will be responsible for all cleanup and repair costs.
- e. On-site vehicle washing shall be permitted only in paved areas that discharge all waste to a water quality treatment facility.
- f. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited anywhere within the Association.
- g. No trailer, truck, boat or recreational vehicle may be used as a living area within the Project.
- h. **Garage doors must remain closed** except when someone is in attendance. Garage doors shall also remain closed during noise-related activities, such as social gatherings or during the operation of power tools.
- i. Garages are to be used for parking vehicles at all times. Any other uses must not impede the parking of at least the number of vehicles the garage was originally intended for at any time, i.e. office, storage, playroom, etc. (one car garage - 1 vehicle; tandem garage - 2 vehicles; side-by-side 2 car garage -2 vehicles).
- j. Any vehicle parked within the Community grounds shall be parked in a manner not to cause difficulty for other residents to back out of their garage.

Resident Parking

- a. All Units within the Association have either a one-car or two-car garage. Every resident must park the number of vehicles within the garage that the garage was originally intended for (i.e. one car garage - 1 vehicle; tandem garage - 2 vehicles; side-by-side 2 car garage - 2 vehicles).
- b. If you have a full-size driveway you must park your 1st or 2nd vehicle within your garage (depending on the size) and keep the 2nd, 3rd or 4th vehicle within your driveway.
- c. Residents may not park resident vehicles within any parking bay that is marked Guest and/or Visitor.
- d. Residents shall not park a vehicle sideways in front of garage doors, or in front of units that do not have full-size driveways.

Guest Parking

- a. Guests may park on a first come, first serve basis in the open, uncovered parking spaces. Residents are strictly prohibited from parking their vehicles in the Guest Parking spaces.
- b. Any vehicle parked in an open, uncovered parking space shall be parked in a manner not to cause difficulty for residents to back out of their garage/carport.
- c. No guest vehicle may be parked in the same place within the Common Property for more than 48 consecutive hours.

Vehicle Registration

- a. All vehicles must be registered with the Association. A copy of the registration for each vehicle showing the property address, make, model, vehicle year, and color will be required upon registration.
- b. Vehicle registrations will be updated annually. *All Owners will be required to re-register each year even if their vehicles have not changed.*
- c. Residents are required to notify the management company in writing of any change of vehicle within 10 days of change.
- d. If Owners do not comply with the provisions of this section, compliance fines may be assessed.

18. PATIOS AND BALCONIES

- a. Rugs, drapes, towels or other articles shall not be draped or hung on balcony railings, patio walls, or from windows. Owners may use wire type baskets for plants so long as they only hang over the railing and do not attach. All pots are required to 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. Dead plants and empty planter pots are prohibited.
- c. Balconies and patios may not be used for storage of unused furniture, cabinets, cartons, automobile parts, bikes, play equipment, plastic bags, bins, construction materials, etc. No outdoor storage sheds shall be permitted on patios or decks.

- d. Potted plants, patio tables, umbrellas, etc. must be kept in good condition and be aesthetically appealing. The Board discretion shall be the final rule.
- e. All furniture placed on the balcony and patio must be outdoor patio furniture. No furniture may be placed at the entranceway to the units without the prior written approval from the Board.
- f. Only gas or electric barbecues are allowed. Residents must make sure the barbecues are away from the siding or anything combustible. Barbecues may not be kept on the front patio by the front entrance door. Residents will be responsible for the cost of replacement of any siding that is warped due to heat from barbecues.
- g. No pots or other items shall be placed on top of or outside of any wall or railing, especially if made of wood. 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 Architectural Control Committee approves the plans. Architectural forms for this purpose are available from the Management Company.
- j. Balconies and patios must be maintained in the as-built condition. No penetrating 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.
- m. Homeowners may not attach any type of decoration to the vinyl siding of the buildings.
- n. Bird feeders may be used, but only sterile birdseed may be used. The Board reserves the right to deny use of bird feeders if a problem with pigeons or other destructive rodents is determined.
- 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 or other open flame products are not allowed within the community.
- r. Owners may not install lattice type material or vinyl screening to the exterior balcony railings.

19 PETS

- a. Residents are entitled to keep domestic dogs or cats, birds, hamsters and fish provided that they are not kept, bred or maintained for commercial purposes.
- b. 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.
- c. 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.
- d. 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 from pet urination or digging, will be repaired and charged back to the Homeowner responsible for the offending pet.
- e. No pet can be attached by leash, chain, rope or any other manner, to the building, decking, posts, etc.
- f. The resident may not leave pets outside on the patio or deck without attendance of the resident.
- g. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium.

20 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 SPC, 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 10pm to 7am.

21 RENTAL / LEASE OF CONDOMINIUM UNITS

See Leasing Process, Requirements and Fines Resolution.

22 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 reasonably 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 Section 15.4 of the Declaration.

23 TRASH

- a. Every Resident must keep the collection containers in his/her respective garage and out of sight at all times.
- b. Residents are required to purchase a trashcan and to arrange for garbage pickup from the respective service provider. No extra bags or trash will be picked up and/or paid for by the Association. Residents may not accumulate garbage in the garage or store garbage that has an excessive odor and after proper notice the Association can have the waste removed and charge the expense for the removal to the Owner of the Unit.
- c. All garbage, trash and recycling shall be securely bagged in plastic before depositing into trash cans.
- d. Cardboard boxes shall be flattened before placing on common elements on trash/ recycle pick up day.
- e. Trash containers may be set out 24 hours prior to collection. All trash containers must be put away within the Resident's respective Unit within 24 hours after trash collection.
 - i. Christmas trees **may not** be placed outside for pick up before the **first trash collection day after Christmas.**
 - ii. Christmas trees may not be placed outside for collection prior to 4:00pm the day before trash collection.

Owner & Tenant Information Sheet & Vehicle Registration Form

Please complete all information and print clearly.

Owner Information

Owner Occupied: Yes No Vacant Unit

Legal Owner(s):
(List all Owners & Occupants)
(Use back of sheet if necessary)

1.				
	Name	DOB	Phone	Email
2.				
	Name	DOB	Phone	Email
3.				
	Name	DOB	Phone	Email

Property Address: _____ Unit # _____

Mailing Address: _____ Unit # _____

Owner's Vehicle #1: _____

	Year	Make	Model	Color	License # / State	Carport # where parked
--	------	------	-------	-------	-------------------	------------------------

Owner's Vehicle #2: _____

	Year	Make	Model	Color	License # / State	Carport # where parked
--	------	------	-------	-------	-------------------	------------------------

Owner's Vehicle #3: _____

	Year	Make	Model	Color	License # / State	
--	------	------	-------	-------	-------------------	--

Owner Pet on Premises: Cat Dog _____ Service Animal: Yes No

	Name	Breed	Age/Color	
--	------	-------	-----------	--

If Service Animal, provide certificate.
* Additional paperwork is required.

Tenant Information Not Applicable

Lease Term: Month to Month Fixed Term: From _____ To _____

Tenant(s):
(List all Tenants & Occupants)
(Use back of sheet if necessary)

1.			
	Name	Phone	Email
2.			
	Name	Phone	Email
3.			
	Name	Phone	Email
4.			
	Name	Phone	Email
5.			
	Name	Phone	Email

Tenant Vehicle #1: _____

	Year	Make	Model	Color	License # / State	Carport # where parked
--	------	------	-------	-------	-------------------	------------------------

Tenant Vehicle #2: _____

	Year	Make	Model	Color	License # / State	Carport # where parked
--	------	------	-------	-------	-------------------	------------------------

Tenant Vehicle #3: _____

	Year	Make	Model	Color	License # / State	
--	------	------	-------	-------	-------------------	--

Tenant Pet on Premises: Cat Dog _____ Service Animal: Yes No

	Name	Breed	Age/Color	
--	------	-------	-----------	--

If Service Animal, provide certificate.
* Additional paperwork is required.

Person completing this form: _____

	Print	Sign
	Date	

Rev. 01/02/17

Condominium Association

Architectural Review Committee Application

As explained in the Governing Declaration and Bylaws, interior & exterior improvements or modifications require approval by the Association's Board of Directors. This is the form to use when applying for such approval. Please describe all changes you propose to make to your Condominium. 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 including but not limited to contractor proposals. All work must be completed by licensed and bonded contractors. Attach additional pages if needed.

You may deliver this completed form along with drawings to: **FRESH START Real Estate, Inc.; 6017 SW Murray Blvd., #313; Beaverton, OR 97008.** Forms can also be emailed to **Manager@FRESHSTARTofOregon.com.**

Owner(s): _____ Phone: _____

Email: _____ Unit #: _____

Address: _____

Affected address, if different: _____

Brief description of proposed modification:

Owner Signature: _____ Date: _____

Received By: _____ Date: _____

Board Decision: Approved Declined

Approval Signatures (4 Required): 1. _____

2. _____ 3. _____

4. _____ 5. _____

6. _____ 7. _____

Please allow up to 30 days for Board approval

RESPONSE TO SEXTON PLACE OWNERS ASSOCIATION 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 management firm shown below. A copy of this document will be placed in your individual file on your behalf for future reference.

If you are requesting a hearing with the Board of Directors, please indicate below.

Thank you for your cooperation.

FROM:

Homeowner(s) Name(s)

Site Address

Mailing Address

Telephone Number

Email Address

Please note any comments, concerns and conditions, which may prevent compliance within the timeframe set forth in the violation notice:

Signature

Date

Return to:


FRESH START
REAL ESTATE INC.
Sellers. Buyers. Property Management.

6107 SW Murray Blvd., #313
Beaverton, OR 97008
Manager@FRESHSTARTofOregon.com

This Condominium Association is professionally managed by:



Sellers. Buyers. Professional Management.

503-319-5848 Cell-Text-MMS/SMS

6107 SW Murray Blvd., #313
Beaverton, OR 97008

Manager@FRESHSTARTofOregon.com
www.FRESHSTARTofOregon.com

Licensed in the State of Oregon