

**SEACLIFF PLAZA CONDOMINIUM ASSOCIATION
HOMEOWNERS ASSOCIATION HOUSE RULES November 10, 2016**

HOUSE RULES

INTRODUCTION

Seacliff Plaza Condominium Association is providing this guidebook to the owner and residents of Seacliff as an introduction and quick reference to the House Rules of our community.

The following House Rules have been adopted by the Board of Directors of the Seacliff Plaza Condominium Association in accordance with the Covenants and Bylaws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and well-being of the residents and to maintain an acceptable quality of life.

It should be remembered that the House Rules do not replace the Bylaws, which the Board of Directors use as its primary governing document. Both documents are in force. In case of conflict between the wordings of these documents, the Bylaws will prevail.

The House Rules shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors in accordance with applicable Covenants or Declaration and Bylaws.

In establishing and maintaining the House Rules, the Board shall make every effort to ensure they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The violating individual will not hold the Board of Directors or members of the Condominium Association liable for any punishment incurred for the non-compliance with these Rules.

These rules are intended to identify circumstances or conduct that will be considered a violation. It is impossible to address in these House Rules every conceivable violation that might occur. The Board of Directors reserves the right to address any circumstances or conduct not covered in the Rules. Action or inaction will be considered a violation of these Rules if the circumstances cause or result in a hazardous or dangerous condition; unsightly exterior appearances; and/or interferes with another resident's use of their property and/or any common area.

The House Rules may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

GENERAL INFORMATION

Property in the project is classified as "Common Areas" and Limited Common Areas." (The term "project" as used herein shall include the land and the structure).

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Section 1. COMMON AREAS

- a. Common areas are those defined by the Association Declaration. The rules of the Association regarding the use of common areas shall apply to all residents, guests and visitors. Common Area includes the lot where the units are located and the airspace above the units, all bearing walls, floor, roofs, slab, foundation, stairways, and landscaping.
- b. Damage by fire or accident affecting the property, and/or any person injured by or responsible for damage, fire or accident must be promptly reported to the Management Company by any person having knowledge thereof.
- c. Exclusive use of any common area by a single individual or group of individuals without specific written permission of the Board of Directors is prohibited. If written permission of the Board of Directors is not obtained, any exclusive use of a common area must be stopped immediately.
- d. No devices or modifications that would overload the capability of existing common use utilities will be allowed.
- e. A unit owner shall reimburse the Association for any expenditures incurred by the Association in repairing, restoring or replacing any common areas affected as a result negligence, misuse, or neglect.

Section 2. LIMITED COMMON AREAS

- a. The Declaration of the Association regarding the appearance standards will apply to all residential occupants.
- b. Limited Common Areas (i.e.) carports, upper decks, patios, storage areas; etc. are those areas defined by the Declarations of the Association. The rules regarding limited common areas will apply to all residential occupants/tenants/guests etc.
- c. Limited common areas will be kept free of trash and debris by the responsible unit owner/occupant and will not be used for storage of material that results in a cluttered or unsightly appearance. Unit owners in each building should endeavor to keep the limited common area in front of each building free of weeds and overgrowth. This interpretation will be a Board decision. Carport storage will be limited to neatly stacked firewood between the posts and operational motor vehicles.
- d. Any alteration or modification to the exterior or common area of any building is prohibited unless written authority is obtained from the Board of Directors. This requirement includes but is not limited to venting to the exterior. Unauthorized alterations may be removed at the unit owner's expense. To the extent the violations result in legal fees those legal fees and reimbursement of same shall be the responsibility of the unit owner.
- e. Approved alterations will be maintained at the unit owner's expense. If alterations are not maintained, the Board of Directors may order such maintenance be done at the expense of the responsible unit owner.
- f. Hazardous and/or dangerous material will not be stored anywhere on the premises. Such material is subject to immediate removal at the responsible unit owner's expense. No one shall allow to be discharged or released upon the property any hazardous or dangerous material or any grease, gas, oil or other such substance. In the event there is a discharge or release, the unit owner responsible must arrange for cleanup and restoration of the property to its condition before the discharge or release and must reimburse the Association for any expense or liability it incurs because of the discharge or release.
- g. Unless permission is granted by the unit owner, other individuals may not utilize a vacant limited common area for any purpose.
- h. Only curtains, blinds, drapes, shades or other window coverings specifically intended for use in windows will be used as window coverings. Such coverings will be maintained so they do not become unsightly when viewed from the building exterior. (No foil, blankets, sheets, etc. allowed.)
- i. Holiday decorations, visible from the exterior of any residence will be limited to those that do not disturb other individuals by the effect of light or sound.

Holiday lights are not allowed to be used year around. They must be removed when weather and temperatures permit.

- j. Rear Decks and Patios – Gas grills are allowed only to the extent if they are connected to no larger than a 1# propane/gas cylinder and must be disconnected after each use. Electric grills are allowed.
- k. A safety inspection of the property will be done each fall. If any deficiencies are found the unit owner will be notified to make the necessary corrections. If after notification to the unit owner the corrections are not made then the Board will have the corrections completed and the bill including any incurred legal fees will be assessed to the home owner. These fees must be paid within 30 days.

Section 3. OCCUPANCY

- a. Article 11 Section 1 of the Declarations relating to residential use applies to all persons residing in the Association.
- b. Units are restricted to single family residential usage.

Section 4. BUSINESS ACTIVITY

Legitimate home professional pursuits may be conducted within a unit as long as these activities do not include public visits, use of employees, outside storage of material, commercial pick-up or delivery such as shops within a unit that would create a disturbance to another unit owner by foot traffic, noise, parking, or creation of a situation which would increase the insurance liability of the either the unit owner or the condominium Association.

Section 5. VEHICLE/PARKING RESTRICTIONS

- a. Article 2 Section 3 of the Declarations regarding the use of parking spaces and carports applies to all vehicles parked at Seacliff Plaza.
- b. All vehicles should be registered with the Board of Directors and the management company with the make, model, year, color, and license plate numbers.
- c. Except as provided herein, each unit may have up to two vehicles parked on the Association premises. Parking behind a vehicle parked in the carport may be permissible, except that any vehicle, parked in a manner blocking safe access of municipal/government vehicles (i.e. emergency services), obstructs a carport, or interferes with trash removal are subject to immediate removal at the owner/operator's expense.
- d. A unit owner/tenant may petition the Board to utilize a 3rd parking space. Use of a 3rd parking space is not guaranteed and will not be approved for vehicles which are not in regular use. The cost of a parking permit will be \$600.00 per year and there will be no refunds. Applications for parking permits may be submitted to the Board for consideration beginning January 1, 2017

- e. All open parking spaces are to be used on a first come first serve basis.
- f. Guest parking may not exceed 7 days without permission from the Board of Directors.
- g. There shall be no automotive repair conducted in the open anywhere on the property. No wrecked, inoperative, vandalized or otherwise derelict appearing vehicles, RV's, 5th wheels, boats, snow machines, commercial vehicles or trailers, may be parked or stored on the street or any other common elements of the Association.
- h. No class A, B, or C recreational vehicles, boats, trailers or commercial vehicles may be stored or parked on the property.
- i. Operative motor vehicles not maintained to municipal or state standards for safety, noise levels, mechanical condition, vehicle emissions, or without current registration are subject to removal at the expense of the owner/operator. This will apply to individual carport parking areas or open parking spaces.
- j. Vehicles that give the appearance that they are not being used/moved on a weekly basis scheduled or routine maintenance activities that have been clearly communicated by written notice (email, posting, regular mail) to unit owners (i.e. snow removal, pavement repair) are subject to removal at the owner/operator's expense.
- k. The parking spaces may not be used for storing vehicles.
- l. There will no parking along the fence from November 1st to March 31st.

Section 6. PETS

- a. Article II Section 8 of the Declarations will apply to all unit occupants, their guests and visitors.
- b. No livestock, poultry, reptiles, or domesticated insects shall be kept in any unit, or in common areas. Only domestic dogs, cats, and birds may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes. Fish maintained in a water tank requires express approval of the Board of Directors; tank size may be limited to reduce potential water hazard.
- c. You shall be limited to no more than two pets without written permission from the Board of Directors.
- d. The rules of the Association as well as the municipal code require all pets (including cats) to be kept in an enclosure or on a leash.

- e. Owners will be in violation of these rules if their pet, regardless of the amount of restraint, causes a disturbance at any time.
- f. Pet owners are **required to provide for the immediate disposition** of animal waste of their pets, whether in common areas, limited common areas or rear patios.

No domestic dogs shall be within the common area or the limited common area that are deemed by the Board to be vicious or potentially dangerous dogs. All vicious and potentially dangerous dogs must be kept indoors from which it cannot escape, and into which children or other individuals cannot trespass. A dog shall be deemed "vicious" for purposes of this Section if, when unprovoked:

- a. It has bitten a person (however, a dog may be vicious even though it is not proven to have bitten any person) or;
- b. In an aggressive manner, it inflicts severe injury on or kills a human being or another unit owner's pet or;
- c. It is previously determined to be and currently listed as a potentially dangerous dog (as determined by the Board of Directors or local governmental authority) and, after its owner or keeper has been notified of this determination, it continues to engage in behavior deemed potentially dangerous.

The Association shall have the right to cause a dog found to be in violation of any provision of this section to be removed from the project and to enforce this section pursuant to the terms of Article IV, Section 2, of the Bylaws.

Section 7. FIRE and/or other HAZARDS

- a. Firewood may only be stacked neatly between the carport posts, but may not interfere with other unit owner's access to their vehicle.
- b. Firewood **cannot** be stacked along the carport storage units, or on the carport limited common area either in the front or back of each unit, or along the partition wall of an adjoining unit. Except as expressly allowed by the Board of Directors upon written request by a unit owner in advance of the wood being delivered to the premises.
- c. Any firewood not used over the burning season must be inspected for carpenter ants and must be restacked by unit owner to avoid the possibility due to the possibility of a carpenter ant infestation.
- d. In combination with the fall walkthrough inspection the Board of Directors will arrange to have the flues inspected. After inspection a 10 day notice will be sent to any unit owner whose flue must be cleaned. The unit owner must then submit proof of the cleaning within 30 days. In the event proof is not submitted within

30 days the Board may have the flue cleaned and assess those costs against the unit owner.

- e. In an effort to save costs to the unit owners the Board can arrange one or more days when the chimney cleaner will be on site. The volume of the cleaning should result in a reduced fee. Any cleaning costs are the responsibility of the unit owner and these costs will be sent to each unit owner. During this period dryer vents can also be cleaned. If the owner wishes to have their dryer ducts cleaned at that time someone must be in their unit since the cleaner will need to enter the unit.
- f. All clothes dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. The dryer vents should be professionally cleaned at least every **two** years.
- g. All stoves having grease screens, will remain installed and prevent grease from accumulating in the vent duct.
- h. All such filter screens will at all times be used and kept in clean, good working order and repair by the unit owner.
- i. All hallways, landings and stairs shall be kept clean and uncluttered. No storage in these areas is allowed.
- j. Water hoses must be removed by **October 1st** of each year. An insulated cap must be placed over the spigot to prevent freezing. The insulated caps **must not** be removed prior to **May 1st**.

Section 8. TRASH GUIDELINES

- a. All trash must be deposited into a designated trash container. No unit owner or visitor of a unit shall cause any trash, garbage, refuse, or any other waste to be disposed of on the premises, except in the designated trash container.
- b. All garbage must be properly bagged and tied. All cardboard boxes must be broken down before depositing into designated trash container.
- c. If dumpster is full, garbage must be placed in another dumpster or held until the next pickup. Currently trash is picked twice a week – Monday and Thursday.
- d. Recycle material must be kept in enclosed containers (not garbage bags) must be kept inside the unit or storage shed.
- e. No building materials waste may be put into the dumpster.
- f. Storage behind the dumpsters, along the side of the dumpster, or on top of the dumpster. Any objects left there will be thrown away.

Section 9. HALLWAYS/STAIRS

In an effort to both maintain the aesthetics and save on labor costs the unit owners are asked to clean (sweep or vacuum) the hallway, stairs and landings. The lower unit owners are responsible for the hallways between each unit. The upper unit owners are responsible for the landing and the stairs. If a unit owner causes the hallway, stairs, and/or landing to be soiled or stained and the unit owner does not clean the soiled area or safely remove the stains, then the management company will take care or if and charge back to the unit owners the costs of cleaning the area or removing stains.

Section 10. SIGNS

No signs of any kind are allowed except that unit owner may post one (1) sign of not more than five (5) feet advertising the unit for sale or lease. The sign must be removed as soon as unit is sold or leased. Window decals showing security companies being on the premises are allowed.

Section 11. VIEW OBSTRUCTIONS

No vegetation or other obstruction shall be planted or maintained upon any balcony or patio in such a location or of such height as to unreasonable obstruct a view from any other residence in the vicinity thereof. In the event of a dispute between owners of units as to the obstruction of a view from a residence, the dispute shall be submitted to the Board of Directors in writing whose decision in such matters shall be binding. Any such obstruction shall, upon request of the Board, be removed or otherwise altered to the satisfaction of the Board and the owner of the residence upon which said obstruction is located.

Section 12. TREE/SHRUB TRIMMING or REMOVAL

In an effort to maintain the landscaping, overall aesthetics and beauty of the property unit owners are prohibited from cutting down or trimming trees and shrubs including going down the bluff for any purpose to included but not limited to trimming trees and/or bushes and/or brush, bonfires, driving any type of vehicle unless permission is granted in advance by the Board. If a unit owner would like to have specific trees or shrubs either trimmed or removed they need to submit a proposal in writing to the Board of Directors.

Section 13. ANNOYANCE OR NUISANCE

Residents and their guests may not cause a nuisance to other residents. No noxious or offensive activities shall be carried on, on the premises, or anything that may be, or may become, an annoyance or nuisance to the community, such as: use of heavy equipment, loud music, or derelict vehicles, etc. At no time are noise producing activities to occur between 10 pm – 8 am.

Section 14. ABANDONED PROPERTY

Any property found in the common areas that looks to be abandoned, left unattended or otherwise derelict appearing will be removed by the Association at the owner's expense. If no

unit owner claims ownership of said property within 10 days, the Association will have it removed.

Section 15. INSTALLATIONS

- a. No outside pole or antennae shall be erected or maintained without first obtaining approval of the Board of Directors.
- b. No air conditioning or other machines shall be installed on the exterior of any building or be allowed to protrude from the walls or roof without prior written approval.
- c. No basketball standards or other athletic fixtures may be attached to any residence on the property.

Section 16. EXTERIOR/ARCHITECTURAL MODIFICATIONS

No structural alteration (construction, addition or removal) of any condominium unit, common area, limited common areas or open areas, shall be commenced or conducted except in strict accordance with the provisions of the bylaws.

All changes proposed by the unit owner to the exterior of his/her unit shall be submitted in writing to the Board of Directors. All requests shall include a written description and a diagram of the proposed changes, and must be signed by the unit owner. Once written approval has been received from the Board and changes have been made, the unit owner must contact the Board so that a final inspection may be made and signed off by the Board.

Section 17. INTERIOR UNIT MAINTENANCE

It is the unit owner's responsibility to maintain his/her unit in accordance with the declarations, bylaws, Article VI, Section 2, and House Rules of the condominium Association to insure that conditions within the subject unit do not create hazardous or dangerous conditions for other residents (i.e. unresolved water leaks); increase the insurance liability of the condominium Association; or, lessen overall property values. Corrective actions will be at the expense of the responsible unit owner.

Section 18. RENTAL PROPERTY

All unit owners who rent to a tenant shall: (1) provide the tenant with a copy of the bylaws and House Rules (2) include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents, (3) notify the Board of Directors in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants, and (4) provide to the Management Agent and/or the Board the name of any agent retained by the unit owner to manage the unit for him/her. The unit owner is responsible at all times for the enforcement of the established guidelines and is responsible for the payment of any charges, fines and/or damages resulting from the failure to follow the rules, including fines, or damages incurred by guests or renters. Renters must provide proof of rental insurance to the Board.

Section 19. ENFORCEMENT/FINES

A violation of the House Rules is subject to Article VII of the Association Bylaws governing enforcement procedures and imposition of fines.

A system of penalties has been established to ensure compliance with the House Rules of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

1st violation, after written warning	—	\$100.00
Repeated violation within 12 months	—	\$200.00

The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with:

1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period of ten (10) days, within which the violation may be removed without penalty. If the violation continues beyond the grace period, a fine will be imposed. Any fine imposed must be paid within 30 days. If not paid within 30 days a \$50 penalty will accrue and for every 30 days thereafter.
2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Directors. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner.