

THE BERKLEY MANOR CONDOMINIUMS

GENERAL RULES

DULY ADOPTED BY THE MANAGEMENT COMMITTEE

This set of rules is established as a basis for a successful community and an enjoyable lifestyle. Community Association living is different than living in a "typical neighborhood" and demands the enforcement of certain items for the benefit and enjoyment of all the residents. Here at Berkley Manor, "Common Areas and Facilities" are shared by all residents and because of the sharing, community rules are not only worthwhile, they are a necessity. These rules have been established under the authority of The Berkley Manor Condominium Covenants, Conditions & Restrictions (CC&R's), to assure the maximum use of the facilities for the benefit of the community as a whole. The General Rules is only a sampling of the most common rules and restrictions and in no way should be considered to be the definitive list. For additional information consult The Berkley Manor Condominium CC&R's and Bylaws.

I. GENERAL

- A. **EXCEPTIONS:** Exceptions may be made to the rules for violations; however, all requests must be submitted in writing to the Management Committee who will then decide on any specific exceptions and/or removal of fines.
- B. **DAMAGES:** Homeowners are responsible for any and all damages to any Common Area or Common Facility, made by the homeowner; members, renters; leases; visitors; guests, and/or pets of their unit. No warning will be given for damages and/or repairs. The Association will provide timely notice, written or electronic, to the homeowner responsible for any damages and/or repairs.
- C. **EXCESSIVE NOISE:** Noise can be more disturbing to people than almost anything else. Therefore, residents are asked to use "good judgment" when playing stereos, television, home theater units, and radios. Also, use "good judgment" in regards to pets, children, and entertaining outside or inside your units. Blowing a horn from any vehicle except for safety reasons is prohibited. Community quiet hours are between 10:00 P.M. and 7:00 A.M.
- D. **SMOKING:** In order to protect residents from second hand smoke and create a healthy and clean environment at Berkley Manor, Smoking is **NOT** allowed in any residential units, balconies, or in the common area. Berkley Manor HOA is a smoke-free community.
- E. **SUPERVISION AND RESPONSIBILITIES:** There is no supervision of the Common Areas. These shall be used at the sole risk and responsibility of the members and their guests, invitees, or tenants. Because it would be unfair for all residents to pay for the damage of any common area or facility made by someone else, each homeowner is personally responsible for any damage(s) as defined in section (B). The supervision of all children is the responsibility of the children's parent and/or guardian and should not be allowed to roam/play without adult supervision. Parents are encouraged to use "good judgment" when allowing their children to play outside. Children are discouraged from playing in parking lots, parking stalls, staircases, breezeways and on balconies. An additional fine may be applied for violations and/or nuisance complaints.
- F. **MAINTENANCE:** Each Unit Owner shall keep their unit, balcony, front doorway area, and parking stalls in good state of preservation, repair, and cleanliness.
- G. **LANDSCAPING:** An attractive and well-maintained landscape at Berkley Manor is vital. Residents may not plant vegetation around their building without the prior consent of the Management Committee.
- H. **UNSIGHTLY ARTICLES:**
 - 1) Balconies, front doorway area, and parking stalls are not to be used for general storage. This is considered unsightly.
 - 2) Storage containers up to 2 (size 30" L x 16" W x 20" H) of a neutral color such as the color of the stucco may be stored on balconies.
 - 3) Bikes and toys may be stored neatly and properly on the balcony, but not hung over the railing. This is considered unsightly.

- 4) NO BBQing on balconies, decks or patios. This is a violation of our blanket insurance rules.
- 5) Personal items such as: planters, wind-chimes, and bird feeders are allowed on the balconies within reason.
- 6) Holiday decorations are allowed on balconies as long as they are hung with non-penetrating hooks, twist ties, or suction cups, etc. and; does not infringe upon any Common Areas. The decorations must be removed within two weeks after the holiday has passed.
- 7) Hanging of any other items such as: laundry, clothing, rugs, signs, blinds, awnings, canopies, shutters, window guards/light reflective materials, and any unattractive or offensives articles is not allowed. Note: this list is not inclusive and the Management Committee reserves the right to define other items as unsightly.

I. SIGNS/DISPLAYS: Signs are generally prohibited in Berkley Manor. If window space permits, two 'For Sale' or 'For Rent' signs or political signs will be allowed inside a unit - no larger than 18"X24". All political signs must be removed the day after elections. No signs or advertising devices of any nature, including without limitation, commercial, political, informational, or directional signs or devices, shall be erected without the prior inspection and written approval of the Management Committee, except as may be necessary temporarily to caution or warn of danger.

J. VEHICLE REPAIRS/PARKING/RV STORAGE

- 1) No repairs or maintenance work shall be done on any vehicle, including mobile oil changes, other than for emergency repairs.
- 2) No vehicles shall be parked in Berkley Manor with "For Sale" signs, except when the vehicle is driven regularly with proper registration
- 3) No vehicles shall be parked in any manner that impedes access to the buildings or restricts any legal parking place.
- 4) Trailers, motor homes, recreation vehicles, graders, boats, campers, wagons, and buses that are not used as a primary vehicle and driven regularly are considered storage and are not allowed to be parked on Berkley Manor property for more than 24 hours while being loaded or unloaded.
- 5) Any unidentified or unregistered vehicle will be tagged by the Association with a 24-hour removal notification before being towed at the owner's expense. Homeowners may independently contact a towing company if the homeowner's designated parking stalls are taken unlawfully.
- 6) Any motorized vehicle driven on the premises are allowed only with the proper licensing.
- 7) Each unit has one parking stall. All parking spaces are to be kept clean and free of debris. Any stains on asphalt from vehicle leaks are to be cleaned up immediately.

K. ANTENNAS: No satellite dishes, outdoor antennas or other similar appliances shall be installed on common areas including on roofs or exterior walls without prior, written authorization from the Management Committee. Any satellite dishes, outdoor antennas or other similar appliances installed on common area shall be installed professionally and maintained by its owner to the highest degree.

L. TRASH:

- 1) Refuse, garbage and trash shall be kept at all times in the designated containers.
- 2) Trash bins are for the exclusive use of the Berkley Manor residents only. Any unauthorized use of these trash bins is considered a misdemeanor crime with a \$500 fine. If you witness any unauthorized use please report the vehicle description, license plate number, and the date and time to the Management Committee immediately.
- 3) Misuse of trash bins includes trash left outside dumpster for any reason. Items must completely fit and not stick out of trash containers. Boxes and furniture must be broken down completely in order to take up the least amount of space. An additional fine may be imposed for violators of this rule without warning.
- 4) Items not allowed in dumpsters, at any time, are: appliances that use Freon, engine oils and coolants, propane tanks, any flammable material, and anything considered illegal for dumping.
- 5) Refuse, garbage and trash may not be stored outside unit doors, in the breezeways, or on balconies.

M. SOLICITATION: Solicitors are not permitted in Berkley Manor. If any Unit Owner is contacted by a solicitor please inform that person that solicitation is not allowed and they must leave immediately. This will in most cases be sufficient, but should they continue, please notify the Management Committee with the name and possibly the contact number of the company for additional follow up. No commercial business shall be permitted to operate within Berkley Manor.

N. PET RULES:

- 1) No animal or pet of any kind other than common domesticated animals weighing 30 lbs. or less shall be allowed, including but not limited to cats and dogs.
- 2) Pets kept in any unit shall be properly sheltered and cared for.
- 3) All pets shall be kept on a hand held leash except when in an owner's unit. Violators may be subject to an additional fine.
- 4) Pets should not be tied to any permanent structures, nor allowed to linger unattended in any part of the Common Areas. Violators may be subject to an additional fine.
- 5) Pet owners shall be responsible for the pickup and proper disposal of any pet waste. Feces are not allowed to be thrown into bed planters, parking stalls, parking lots, or anywhere else other than the garbage. Pets are not allowed to urinate or defecate on any Common Area, walkway, stairs, and/or balcony. All pets are to be walked OFF the Berkley Manor premises. First offence to this rule will result in a written warning. Second offence to this rule will result in a \$50 fine and every offence thereafter will result in a \$200 fine, not to exceed \$500 per month. There will be no grace period between fines. Any disputes to fines or request for waivers must be presented before the Management Committee at the next schedule board meeting.
- 6) Pet owners are fully responsible for personal injuries and/or property damage caused by their pet to any Common Area, including grass (landscaping).
- 7) Any pet complaints/issues must be reported by the unit owner/tenant to the Management Committee.

O. NEW RESIDENTS: New owners and/or tenants shall contact the Management Committee within thirty (30) days of moving in so that proper accounting procedures and owner/address changes can be made.

P. RENTAL OR/ LEASING UNITS:

- 1) Owner's wanting to rent or lease their units must first receive written consent from the Management Committee at the next scheduled board meeting and sign an acknowledgement to the terms set out below. If eight (8) or more units within Berkley Manor are already being rented at the time of the Owner's request, the request shall be denied. However, the Management Committee shall maintain a waiting list. Upon request from the Owner, the Management Committee shall place the owner's name on the list. When an opportunity to rent becomes available, the Management Committee shall give first priority to the first request made in time, second priority to the second request made in time, and so forth. Notwithstanding the foregoing, the Management Committee may refuse any Owner permission to rent if, at the time of the Owner's request, he has not paid all Assessments, fines, and fees charged against him by the Association.
- 2) Homeowners are responsible to inform renters of all rules and/or changes in the rules.
- 3) Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease and that the Management Committee shall have authority to remedy any such default by all remedies available under the law including, without limitation, by legal action against the tenant. Any Owner who shall lease his Unit shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules.
- 4) All leases shall be in writing.
- 5) No Owner shall enter into a lease with any tenant unless and until said Owner has performed a criminal background check on said Tenant and has provided the Management Committee with proof that such criminal background check has been completed. However, the owner is not required to provide the Management Committee with a copy of any prospective tenant's criminal background check.
- 6) Within seven (7) days of entering a lease, the Owner shall provide to the Management Committee in writing each of the following:

- a. The name(s) of all Tenants listed on the lease;
 - b. The Unit number the tenant is leasing;
 - c. The date the rental period begins or began;
 - d. The contracted termination date of the lease;
 - e. A current telephone number and mailing address for the Owner;
- 7) An Owner shall notify the Management Committee in writing of termination of any lease within seven (7) days of such termination.
- 8) No owner shall be permitted to lease his unit for transient or hotel purposes. City ordinances must be followed regarding rental restrictions.
- 9) No unit shall be leased for a period of less than one (1) year.
- 10) No owner shall lease less than the entire unit.
- 11) The legal owner takes full responsibility of any and all of their tenant's damages and/or fines. Failure to stay current on monthly assessment will result in indefinite removal of access care and facility usages.

II. ASSOCIATION MEMBERSHIP, ASSESSMENTS AND COLLECTIONS

Assessments: Assessments are collected from all members to fund the following:

- 1) Common utilities (water, electricity, gas)
- 2) Maintenance and repair of all common grounds
- 3) Administrative expenses
- 4) Enforcement
- 5) Insurance
- 6) Legal expenses
- 7) Reserve Funding
- 8) Improvements

Assessments are due every month on the 1st and become late 15 days after the due date. Monthly Assessments are the responsibility of the Homeowner and not the renter. These assessments are reoccurring expenses and no monthly invoice is sent or mailed. Monthly invoices may be mailed as specified by the Management Committee. Homeowners are encouraged to contact the Management Committee immediately when dues and/or fines are past due. Please refer to Collection Policy for more information.

II. COMPLAINTS:

In order to promote a harmonious community and provide a peaceful and quiet environment for all homeowner's and residents, we hope that any conflicts between neighbors will be handled in a neighborly fashion, between neighbors. When that is not possible, please contact the Management Committee, and when necessary the Sheriff's Dept. When violations occur, please document it, and report them to the Management Committee. When reporting a violation, be prepared to describe in detail the violation, dates, times, your name and contact information that you have accumulated. Certain violations, including unsightly complaints and garbage related complaints, may require photo documentation and to be received within 24 hours of the complaint or the complaint will not be recorded or pursued. Violations reported to the Management Committee will be kept confidential.

IV. FINES, EXCEPTIONS AND APPEALS PROCESS:

- A. **FINES:** Fines imposed for any violation will follow these general guidelines, unless specified differently in the items above or in the section titled "Additional Fines." Fines will be imposed to both the owner and the renter if and when applicable.
- B. **ADDITIONAL FINES:** No warning will be given for additional fines. Additional fines will be \$50 each, and assessed as outlined in each section, but no more than \$200 per month. Fines will be imposed to both the owner and the renter if and when applicable.

WARNING- A verbal or written warning may be issued upon violation to these rules. A warning may not be given in all circumstances, as homeowners are required to be aware of all rules and restrictions. The Management Committee will be responsible for documenting the warning. A warning will not be given for any assessment violations. A warning will not be given for any damages and/or repairs by a homeowner. A warning will not be given for additional fine violations. Additional fines will be assessed as outlined below but no more than \$500 per month. A warning may not be given for violations to the following sections. The Management Committee and Management Committee may decide to waive the warning and fine for violations to the following sections: Smoking, Unsightly Articles, Trash, Pet Rules, or Pool/Hot Tub/Clubhouse.

FIRST NOTICE- shall be a letter, written or electronic, sent from the Association advising the owner and/or resident of the violation. This notice will provide owners and/or residents at least 2 business days after receipt of the notice to; resolve the problem or to contact the Management Committee to arrange a settlement, before receiving additional notices and a fine. All settlements are subject to review by the Management Committee and/or the Management Committee. The Association may offer a settlement at this time. Notices will expire after six-months of no further complaints. Additional fines will be \$50 each, and assessed as outlined in each section, but no more than \$500 per month.

SECOND NOTICE- If no contact has been made to the Management Committee, within at least 2 business days, or the violation was not corrected, or the settlement conditions not met, the owner and/or resident will receive a \$50 fine and 48 hours after receipt of notice to correct the violation and/or to contact the Management Committee. The Association may offer a settlement at this time.

THIRD NOTICE- If no contact has been made to the Management Committee or the violation was not corrected within at least 2 business days then the owner and/or resident shall receive a weekly \$100 fine until the violation is corrected, not to exceed \$500 per month. All fines and/or fees incurred will accrue and be the responsibility of the homeowner. The Association may offer a settlement at this time.

FINAL ACTION- If the violation has not been correct within at least 2 business days of the third notice or until the next board meeting then the Management Committee will determine to resolve the violation or to turn it over to the attorney for a court ordered injunction.

- C. **COLLECTION OF FINES:** Pursuant to the CC&R's the Management Committee reserves the right to collect any unpaid fines as an unpaid assessment, including the filing and foreclosing of a lien, and to seek all costs, expenses and attorney fees from the offending Owner(s)/Resident(s):
- D. **EXCEPTIONS:** Exceptions may be made to the rules and/or fines for violations; however; all requests must be submitted in writing to the Management Committee who will then decide on any specific exception and/or removal of fines. Exceptions will be reviewed at the next scheduled monthly board meeting.
- E. **APPEALS PROCESS:** Unit owners of Berkley Manor may appeal any complaint, violation, or fine by submitting in writing (both written or electronic) a request for a hearing on the matter to the Management Committee within thirty (30) business days of the receipt of notice of the complaint, violation or fine.

V. RULES AND REGULATION CHANGES

These rules and regulations have been adopted by the Management Committee for the protection of each homeowner, resident and guest and to help safeguard the community against public nuisances and to promote a harmonious community. Any changes to the rules and regulations may be proposed to the Management Committee. These rules will be reviewed on an annual basis by the Management Committee and/or designated committee. Newsletters and notices left at the door of the unit is an acceptable form of delivery and notification.

Berkley Manor Condominiums

Amendment to Section I. Adoption of revised rules for Subsection N.

Whereas, the following have been added to the HOA rules, Section N, after a vote of the Berkley Manor HOA Board May 6th, 2016 at 7 PM:

- 8) No dogs shall exceed 30 pounds in weight.
- 9) Only unit owners may have dogs; renters are prohibited from having a dog of any type without the express written consent of the Berkley Manor HOA Board.
- 10) There shall be no more than three (3) dogs in the Condominium Building at any time.
- 11) All fines as per Section IV of the Berkley Manor HOA rules shall be applicable when enforcing any violations of the Pet rules.

Now, therefore it is resolved, that the Management Committee hereby adopts the Berkley Manor Condominium Revised General Rules of which are attached hereto.

ATTEST

Brian T. Kelly, V.P

President or V.P Management Committee of
Berkley Manor Condominiums

Kelsy O'Callaghan

Secretary, Management Committee of
Berkley Manor

Date: May 13, 2016
