

VILLAGE AT CORDATA CONDOMINIUM ASSOCIATION

VACCA RULES AND REGULATIONS AS OF OCTOBER 11, 2018

TABLE OF CONTENTS

	<u>Page</u>
Introduction.....	3
Rules and Regulations	3
Management of Condominium.....	3
Contracts and Purchasing.....	3
Mailing Documents to Owners	6
Determining Terms of Newly Elected Board Members	6
Proxy Form to be Used for Membership Meetings.....	6
Apartments	6
Fireplaces and Air Conditioners.....	6
Garage Doors	6
Minimum Time for Rental of Units.....	6
Apartment Leasing Rules and Regulations.....	6
Repairs to Dry Wall/Sheet Rock	10
Common Areas and Facilities	10
Clubhouse.....	10
Access.....	10
Billiard Room	10
Clubhouse Rental Regulations	11
Pool and Spa Rules and Health Regulations	12
Grounds (Landscaping).....	13
Outside Common Areas Are Under Board Jurisdiction	13
Garden Trimmings	13
Notification to New Owners of Responsibility for Landscaping Improvements.....	13
Outside Landscape Companies	13
Planting and Removal of Trees, Shrubs, and Flowers	13
Other Common and Limited Common Areas.....	14
Owner Requested Maintenance Work	14
Personal Modifications to Common Property	16
Decks, Patio Fences, and Sidewalks	16
Sprinkler Heads	16
Bibb Extensions	16
Owner Responsible for Damage or Repair Caused by Negligence	17
Gutter Guards	17

Window Repair and Replacement Guidelines.....	17
Repair or Replacement of Foggy Windows.....	17
Use, Regulation of Use, Architectural Uniformity	18
Charcoal Barbecues	18
Garage Sales	18
House and Yard Ornaments and Related.....	18
Container Gardening boxes.....	15
Composting.....	18
Ornaments, Flower Boxes, and Related.....	18
Pets.....	19
Yard Ornaments	19
Parking	19
Recreational Vehicles.....	19
Definition of RV.....	19
Allowable RV Parking and Storage.....	19
Resident Owners RV Parking; RV Storage Area	20
Rodent Control	21
Purpose of These Regulations.....	21
Feeding of Squirrels and Chipmunks Prohibited.....	21
Placement of Bird Feeders	21
Owner to Report Suspected Rodent Entry.....	22
Owners Who Feed Birds May be Responsible for Rodent Damage	22
Matters for the Board to Consider in Assigning Financial Responsibility	22
Satellite Dishes.....	22
Signs	22
Use of Facilities by Guests and Nonresidents	23
Vehicle Repair Work.....	23
Common Expenses and Assessments	23
Delinquent Condo Fees	23
Schedule of Fines.....	23
Hearing Procedures.....	25
Notice of Violation.....	28
Index of Rules and Regulations.....	29

INTRODUCTION

Section 11.12 of the VACCA Declaration provides for rules and regulations as follows:

"11.12 House Rules

The Board or the Association membership is empowered to pass, amend and revoke detained¹ administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article and the other provisions of this Declaration. Such House Rules shall be binding on all Apartments Owners, lessees, guests and invitees upon adoption by the Board or Association."

The rules and regulations in this report are shown exactly as approved by the Board and hence are in quotes. There is acceptable evidence of formal adoption by the Board for each of them.

Only the Board or the membership can pass, amend, and revoke rules and regulations, not a committee or an individual. Committees or individuals that wish to propose additions or amendments to, or deletions from, the regulations included here must submit the proposed changes to the Board for formal approval. Since extensive editing or paraphrasing of adopted rules and regulations constitutes amendment, committees or individuals that prepare documents containing them should either quote them directly from this report or submit proposed rewording to the Board for official action. Section 11.12 of the Declaration can be interpreted to suggest that rules and regulations not formally adopted by the Board or the membership are not binding on Apartment owners and others.

RULES AND REGULATIONS

Management of Condominium

Contracts and Purchasing

- "1. These regulations are written to fulfill the requirements of Section IV-10 of the Bylaws that, to minimize potential problems, the Board establish and enforce rules and regulations as necessary to provide standard procedures to be followed when either purchasing an item or entering into a contract for goods or services." [Adopted 7/12/05.]
- "2. When used here the term "Committee Chair" means a chairperson who has been authorized on a Committee Statement of Purpose, or otherwise, to expend funds within guidelines established by the Board and to obtain bids and cosign contracts and purchases within the provisions of these Rules and Regulations." [Adopted 7/12/05.]

¹ Probably should be "detailed" instead of "detained".

- “3. A Committee Chair shall not initiate the expenditure of funds without Board approval unless the expenditure has been provided for in the annual budget approved by the Owners or funds are available within that budget. If in doubt the Committee Chair shall ask the Treasurer to confirm the availability of the funds. Committees shall make every effort to operate within the approved budget.” [Adopted 7/12/05.]
- “4. The following paragraphs are intended to comply with requirements in the Bylaws that: all contracts shall be presented to the Board for approval (Section IV-10); and the President and the Secretary or the Treasurer shall, on being so directed by the Board, sign all leases, contracts, or other instruments in writing (Section V-5).” [Adopted 7/12/05.]
- “5. Written cost estimates for work orders/contracts or purchases should be obtained from a minimum of two (2) documented competitive bids if reasonable or possible unless obtaining only one bid is approved by the Board. Except that, for work orders/contracts or purchases less than \$1,500 (see paragraph 9), verbal cost estimates may be obtained. However, the requirement for competitive bids is waived if a work order/contract or purchase order is to be issued to a contractor or vendor already established with VACCA and previously approved by the Board for a period not to exceed two (2) years.” [Adopted 1/15/09.]
- “6. For those contracts that the Association has very little control over such as cable service or others that might fall into this category, the Board should cause a review at the appropriate time interval. For others, such as insurance, the Board should require a review every three (3) years by making contact with the appropriate party of the billing organization. If possible an updated agreement should be approved by the Board and signed by the President and the Treasurer or the Secretary (as required by the Bylaws), and by the issuing billing organization.” [Adopted 6/14/01, amended 7/12/05 & 1/15/09.]
- “7. For those work orders/contracts or purchases that exceed \$5,000.00 during the life of the work order/contract or purchase, the responsible Committee Chair must obtain Board approval for the proposed expenditure. The Committee Chair shall then obtain two or more cost estimates as provided in paragraph 5. After selecting a contractor or vendor the Committee Chair will issue a work order/contract or a purchase order. The work order/contract or purchase order is to be presented to the Board for approval at its next regular meeting. After approval, the work order/contract must be signed by the President, the Treasurer or Secretary (as required by the Bylaws), and by the responsible Committee Chair. Purchase orders may be signed by only the responsible Committee Chair.” [Adopted 6/14/01, amended 12/11/03, 7/12/05, & 1/15/09.]
- “8. For those work orders/contracts or purchases between \$1,500.00, including sales tax, and \$5,000.00 during the life of the work order/contract or purchase, subject to paragraph 3 the responsible Committee Chair should (but may elect not to) advise the Board of the proposed expenditure at its next regular meeting. The Committee Chair shall obtain two or more cost estimates as provided in paragraph 5. After selecting a contractor or vendor the Committee

Chair will issue a work order/contract or a purchase order. The work order/contract is to be presented to the Board for approval at its next regular meeting. After approval, the work order/contract must be signed by the President, the Treasurer or Secretary (as required by the Bylaws), and by the responsible Committee Chair. Purchase orders may be signed by only the responsible Committee Chair, subject to paragraph 3.” [Adopted 6/14/01, amended 12/11/03, 7/12/05, & 1/15/09.]

“9. For work orders/contracts less than \$1,500, subject to paragraph 3 the responsible Committee Chair should (but may elect not to) advise the Board of the proposed expenditure at its next regular meeting. The Committee Chair should obtain one or more cost estimates as provided in paragraph 5. After selecting a contractor, the Committee Chair will issue a work order/contract. The Board hereby delegates to the responsible Committee Chair the authority to sign work order/contracts for standard maintenance and repairs costing less than \$1,500. However, the Chair is to present the work order/contract to the Board for ratification at its next regular meeting. Purchase orders less than \$1,500 are subject only to the requirements of paragraph 3.” [Adopted 7/12/05, amended 1/15/09.]

“10. The purchase of office, clubhouse, landscaping, pool (e.g., chemicals), and similar supplies is exempt from the requirements of paragraph 9 above but not paragraph 3. Purchases using Petty Cash are exempt from all requirements.” [Adopted 7/12/05, amended 1/15/09.]

“11. For EMERGENCY situations presenting a danger to life or property, or for unusual situations or problems identified by the Committee Chair as requiring immediate action, repairs should be made without delay to protect property and residents. However, an estimate of the cost should be reported to the President at the earliest time or date. If deemed necessary, the President shall call a special Board meeting to evaluate the problem. The responsible Committee Chair is not required to secure written cost estimates. After selecting a contractor, the Committee Chair will issue a work order/contract. The Board hereby delegates to the responsible Committee Chair the authority to sign work order/contracts for the repairs. However, the Chair is to present the work order/contract to the Board for ratification at its next regular meeting.” [Adopted 6/14/01, amended 12/11/03, 7/12/05, & 1/15/09.]

“12. The work orders/contracts referred to above shall detail the work to be performed, the cost (or estimated cost if the actual cost is not available at the time of issue), and other pertinent terms. Work orders/contracts can be either fixed price or cost reimbursable up to a specified maximum amount. They may be amended if so approved by the Board upon the recommendation of the responsible Committee Chair. Signed work orders/contracts are to be mailed to the respective contractor and a copy retained in VACCA files. On completion and acceptance of the work, the responsible Committee Chair will approve the contractor’s invoice in writing, if found correct, and submit it to the Treasurer for payment.” [Adopted 7/12/05, amended 1/15/09.]

Mailing Documents to Owners

“Documents must be mailed to owners at their local residential addresses if they cannot be hand delivered in a timely manner. Snowbirds should file forwarding addresses with the Postal Service.” [Adopted 5/8/03, amended 12/11/03.]

Determining Terms of Newly Elected Board Members ²

Proxy Form to be Used for Membership Meetings

“For future Membership meetings the Election Committee³ should use the proxy which includes “Instructions, For My Attorney-In-Fact”.” [Adopted 12/11/08.]

Apartments

Fireplaces and Air Conditioners

“Fireplaces, air conditioners and other structures or improvements must be approved by the Board and the "Request and Disclaimer" form (Application to Modify, Paint, Decorate, or Otherwise Alter Common or Limited Common Areas, Decks, Sidewalks, Air Conditioners, Landscape Changes, Patios) must be on file before work is started.⁴ On the sale of the unit the new owners must be made aware of the additional improvements and their responsibility for the maintenance of them.” [Adopted 8/9/99, amended 12/11/03.]

Garage Doors

“Garage doors are the responsibility of the association. However, all mechanical portions, including rails, springs, motors, and drive parts, are the responsibility of the owner.” [Informal ⁵ 6/29/93, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Minimum Time for Rental of Units

“In accordance with Declaration Section 11.13.1, no lease or rental of an Apartment shall be for less than six months.” [Adopted 10/22/91, amended 5/24/94 & 12/11/03, adopted 9/13/06.]

Apartment Leasing Rules and Regulations

Scope of These Regulations

“The Tenth Amendment to the Declaration and Covenants became effective in August 2007. It deleted a sentence in Section 11.13.4 that prohibited restrictions on Apartment leasing, and added Section 11.13.5. Section 11.13.5: limits the number of Apartments leased or rented to no more than ten (10) or fewer at any given time; and authorizes the Board to pass and amend appropriate administrative Rules and Regulations necessary or convenient to

² Regulations adopted July 12, 2005, for determining the terms of newly elected Board members became obsolete March 29, 2006, upon adoption of an amendment to Bylaws Section IV-4. They were formally revoked by the Board 2/7/08.

³ Formally called the Annual and Special Meetings Committee.

⁴ These two forms were updated in September 2005. They are now referred to as the “Application to Alter” form and the “Alteration Agreement” form. They are in the “Packet of Materials for Requests to Alter Common Areas”.

⁵ “Informal” means that the regulation was reported in a document, but there is no evidence that it was formally adopted by the Board as worded.

implement this provision and assure compliance with it. These regulations on Apartment leasing fulfill the Declaration provision. A previously adopted Rule and Regulation provides that no lease or rental of an Apartment shall be for less than six months (Adopted 10/22/91, amended 5/24/94 & 12/11/03, adopted 9/13/06).” [Adopted 1/10/08.]

“These rules and regulations apply to all leasing or rentals of Apartments in the Village at Cordata. It includes: the typical leasing by Owners to third parties; leasing incident to the *bona fide* sale of an Apartment for a period of six months or more (leasing for less than six months is prohibited by the regulations); leasing to immediate family members (or a family trust or similar entity for estate planning purposes); leasing by VACCA following a foreclosure of its lien for assessments, or to an institutional lender in possession of an Apartment following a default under a first mortgage or foreclosure proceeding or related. Month-to-month rentals are prohibited.” [Adopted 1/10/08.]

“All leasing/rental of Apartments shall be conducted in accordance with the provisions of these Rules and Regulations. The Board may resort to any and all remedies contained in the Declaration as may be necessary to fully implement and enforce them.” [Adopted 1/10/08.]

Definitions

“The following definitions pertain to these regulations:” [Adopted 1/10/08.]

- “1. “*Effective date*” shall mean the date that these Apartment Leasing regulations are first adopted by the Board.” [Adopted 1/10/08.]
- “2. “*Lease*” or “*Leasing*” shall include rentals.” [Adopted 1/10/08.]
- “3. “*Lease agreement*” shall mean the legal document signed by the Owner of an Apartment and a tenant (lessee) that spells out the details of the *Lease*.” [Adopted 1/10/08.]
- “4. “*Lease effective date*” shall mean the effective date of the *Lease* (or the date the term of the *Lease* begins) that is shown, or to be shown, on the *Lease agreement* between the Owner and a tenant.” [Adopted 1/10/08.]
- “5. “*Lease expiration date*” shall mean the expiration date of the *Lease* (or the date the term of the *Lease* ends) that is shown, or to be shown, on the *Lease agreement* between the Owner and a tenant.” [Adopted 1/10/08.]
- “6. “*Lease unit*” shall mean an Apartment that has been leased by its Owner to a third party.” [Adopted 1/10/08.]
- “7. “*Quota*” means the number of *Lease units* permitted at that time.” [Adopted 1/10/08.]

Responsibility for Implementation

“The standing Condo Sales Committee (hereby renamed the Condo Sales and Leasing Committee) is given the responsibility to implement these Apartment leasing regulations and generally monitor compliance with them.” [Adopted 1/10/08.]

Number of Lease Units Permitted

“The Declaration limits the number of Apartments leased or rented (*Lease units*) to no more than ten (10) or fewer at any given time. The Board may, from time to

time, change this limit up or down by amendment to these regulations but never to more than 10 unless that number is changed by the Owners by further amendment to the Declaration.” [Adopted 1/10/08.]

“The number of *Lease units* currently permitted is seven (7) or less.” [Adopted 9/13/07 and 1/10/08.]

Lease Agreements

“All *Lease agreements* shall be in writing and subject to the Declaration and Bylaws with a default by the tenant in complying with the Declaration, Bylaws, or Rules and Regulations constituting a default under the *Lease agreement* (Declaration 11.13.3 and 11.12).” [Adopted 1/10/08.]

“A copy of any *Lease agreement* must be submitted to VACCA for placement in the Owner's file.” [Adopted 1/10/08.]

Procedure for Existing Leases (Grandfathering)

“The President shall send a letter to those Owners *Leasing* Apartments as of the *Effective date* enclosing a copy of these Apartment Leasing regulations. They will be notified that they can continue *Leasing* the Apartment until the Owner sells, moves in, or dies, at which time the Apartment will cease to be a *Lease unit*. In fairness to other Owners who may wish to *Lease*, further *Leasing* of the Apartment will be subject to the provisions of the Rules and Regulations section on "Procedure for New Leases After the Effective Date", below.” [Adopted 1/10/08.]

Procedure for New Leases After the Effective Date

“1. After the *Effective date* all *Leasing* must be approved by the Committee.” [Adopted 1/10/08.]

“2. An Owner wishing to *lease* an Apartment should complete a "Request for Approval to *Lease* an Apartment" form and submit it to the Committee chair.” [Adopted 1/10/08.]

“3. The Committee will review and check the information on the form, calling the Owner as necessary. It will also verify that the age provisions in Declaration Section 11.14.2 in the Ninth Amendment will be complied with.” [Adopted 1/10/08.]

“4. The Committee will consider the request.” [Adopted 1/10/08.]

“a. The Committee shall decide whether the request is approved or not approved for some specific reason. The approval shall be for the time period from the *Lease effective date* through the *Lease expiration date* as reported on the request form (and which will be shown on the *Lease agreement*). In some cases, no specific tenant may be listed on the request form.” [Adopted 1/10/08.]

“b. If the *Quota* has not been reached, the request should typically be approved effective immediately. It may also be approved tentatively until a specific tenant is named by the Owner and age restrictions are verified. In fairness to other Owners who have requested lease approval but are on a waiting list, approval will be withdrawn without further Committee action if the Apartment is not occupied by a tenant within 45 days.” [Adopted 1/10/08.]

“c. If the *Quota* has been reached the request shall be placed on a waiting list for future *Leasing* on a first-come, first-served basis. When an opening occurs,

the Owner may be asked to submit an updated request form that will be subject to the procedures of paragraphs 4a and 4b above.” [Adopted 1/10/08.]

- “5. The Committee shall notify the Owner of the action it has taken. The Owner has the right to appeal to the Board if he or she disagrees with that action.” [Adopted 1/10/08.]
- “6. Committee approval of a request to *Lease* will be considered to have expired on the *Lease expiration date* even if the Owner wishes to continue leasing to the same tenant. Approval also expires if it is withdrawn as noted in paragraph 4b above. After approval has expired a new request form must be submitted for any additional *Leasing* of the Apartment, in fairness to other Owners on the waiting list.” [Adopted 1/10/08.]
- “7. The Committee shall maintain the waiting list and notify the Owner at the top of the list when another Apartment can be leased without exceeding the *Quota*. It will also: keep track of *Lease units*; advise Owners of *Leasing* regulations; meet with tenants as necessary; and provide tenants with a short version of the VACCA Welcome Kit. When an Apartment is up for sale, the Committee should: notify the Owner of the *Leasing* and age restrictions (which must be passed on to would-be buyers); and see that statements about the restrictions are included in the Resale Certificate document.” [Adopted 1/10/08.]

Contents of Form to Request Approval to Lease an Apartment

“The Condo Sales and Leasing Committee shall design a form titled "Request for Approval to Lease an Apartment". As a minimum, it should include the following:” [Adopted 1/10/08.]

- “1. Address of Apartment to be *Leased*.” [Adopted 1/10/08.]
- “2. Name of real estate agent or property manager involved, if any, and his/her firm name, office phone, and cell phone.” [Adopted 1/10/08.]
- “3. Name of tenant, if known.” [Adopted 1/10/08.]
- “4. The *Lease effective date* and the *Lease expiration date* as they are, or will be, shown on the *Lease agreement*.” [Adopted 1/10/08.]
- “5. A section acknowledging receipt of a copy of these Apartment Leasing Rules and Regulations, which specifies the provisions of Declaration Section 11.13.5.” [Adopted 1/10/08.]
- “6. A section noting other Restrictions and Conditions including: (a) an Apartment cannot be *Leased* for hotel or transient purposes (Declaration 11.13.1); (b) no Owner may *Lease* less than the entire Apartment (Declaration 11.13.2); (c) all *Lease agreements* shall be in writing and subject to the Declaration, Bylaws, and Rules and Regulations (Declaration 11.13.3 and 11.12); (d) no *Lease* shall be for less than six months (Rule and Regulation adopted 10/22/91, amended 5/24/94 & 12/11/03, adopted 9/13/06); (e) Apartments shall be used for residential purposes only (Declaration 11.1); (f) no Apartment may be *Leased* unless at least one lawful occupant of the Apartment is at least 55 years of age, and all permanent occupants of each Apartment shall be eighteen (18) years old or older (Declaration 11.14.2 in Ninth Amendment).” [Adopted 1/10/08.]

- “7. A section requesting Committee approval and summarizing the action it might take.” [Adopted 1/10/08.]
- “8. A place for the signature of the Owner and the date.” [Adopted 1/10/08.]
- “9. A place for the tenant to sign agreeing to the Restrictions and Conditions, and the date.”
- “10. Space for recording: (a) date the request form was received by the Committee; (b) date the age restrictions were verified; (c) date of, and action taken by the Committee; (d) date the approval of the request will expire; (e) date a copy of the *Lease agreement* was received; and (f) date a copy of the request form was placed in the Owner's file.” [Adopted 1/10/08.]

Repairs to Dry Wall/Sheet Rock

“Minor repairs to the dry wall, such as taping and painting, are the responsibility of the owner. Major repairs due to foundation shifting may be the responsibility of the Association. The Buildings and Roads Committee will make the decision.”
[Adopted 2/10/98, amended 12/11/03.]

Common Areas and Facilities

Clubhouse

Access

“The Association provides all new owners with two keys to the clubhouse. These keys are logged and tracked and must be returned to the Association. They are NOT to be given directly to a buyer. If they are not logged back into the Association key system, the registered owner may be assessed a replacement key fee of \$20.00 per key. “[Adopted 7/9/15]

Billiard Room

- “1. The billiard room in the clubhouse is for all residents to use. All guests playing pool must be accompanied by a village resident at all times.” [Informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]
- “2. Do not stand cue sticks against the walls. (Blue marks are hard to remove from the walls).” [Informal 2/94, adopted 1/10/02 as corrected 2/14/02.]
- “3. Do not sit on the pool table at any time.” [Informal 2/94, adopted 1/10/02 as corrected 2/14/02.]
- “4. When players have finished, brush the felt before covering the table.” [Informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]
- “5. No eating or drinking is allowed in the pool room.” [Informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]
- “6. Turn off the lights and heat when leaving.” [Informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“7. The locked cabinet is for owner’s cue storage. One of the regular players should be talked to if storage is needed.” [Informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Clubhouse General Regulations

“1. The principal purpose of the Village at Cordata clubhouse is to facilitate the resident activities within the village. All facilities are used at own risk and the Village at Cordata Condominium Association shall not be liable for any injuries sustained by members, their families, or guests.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02.]

“2. All guests in the clubhouse or adjoining areas **must** be accompanied in person by a village resident unless the guest is simply picking up mail.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“3. The clubhouse will be available from 5:30 A.M. to 11.00 P.M. It will be locked securely at night.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03, amended 2/11/2016.]

“4. The clubhouse is available for use or rental by residents. The facility will not be rented to non-residents. See the separate Clubhouse Rental Regulations.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“5. There is to be absolutely no alcohol consumption by anyone under 21 years of age in the clubhouse areas.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“6. No pets are allowed in the clubhouse, pool, or patio areas.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“7. The loan or removal of any clubhouse inventory is prohibited.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“8. The clubhouse is a no smoking area.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02.]

Clubhouse Rental Regulations

“1. The residents at the Village at Cordata may use or rent the clubhouse with the library room, main fireplace room, and the kitchen the only party areas that may be used. The kitchen is not a full service facility, and should be used for only minimal cooking, warming and serving.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“2. To use or rent the clubhouse a reservation form must be completed and signed by the resident in advance to notify the Clubhouse or Social Committee chairperson. The chairperson will confirm the reservation. Any fee is to be paid to the chairperson.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“3. All supplies, linens, and silverware that belong to VACCA are not for use by the renter.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

- “4. The cost to repair any damage will be charged to the resident. The resident must pay all costs incurred to restore the clubhouse to its previous condition. The Clubhouse Committee chairperson will assess the damage and report to the Board.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]
- “5. The maximum number of people in attendance during the rental is not to exceed 76 if tables are involved. The posted total capacity is 96 people.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]
- “6. Clubhouse use fees. There is no charge for resident memorials. There will be no charge for resident usage when the majority of those attending are Village residents. Private events without the majority in attendance being residents of the Village at Cordata shall be charged a fee of \$50.00.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 8/8/02 and 12/11/03.]
- “7. The renter must set up and clean up the same day, and be responsible for the removal of excess garbage.” [Adopted 10/16/90, amended 2/5/91, informal 2/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Pool and Spa Rules and Health Regulations

“The following information is to be posted for the safety and health of our residents and guests and as required by the Washington State and Whatcom County Departments of Health.” [Adopted 2/5/91, informal 8/92, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“Emergency locations:

Telephone:	Clubhouse Kitchen
Telephone Number:	911
Wool Blankets:	Pool Area, Top of Storage Cabinet
Shut-Off/Alarm Switch:	Pump Room Door” [Adopted 2/5/91, informal 8/92, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“Restrictions:

Any guest of a Village at Cordata resident, **regardless of age**, must be accompanied by an adult resident who is totally responsible for the conduct and safety of the guest at all times.” [Adopted 2/5/91, informal 8/92, adopted 1/10/02 as corrected 2/14/02.]

“Capacities:

The maximum number of bathers allowed in the POOL is **10**.

The maximum number of bathers allowed in the SPA is **8**.” [Adopted 2/5/91, informal 8/92, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“Age and Health Precautions for Spa:

Children under age **6** may not use the Spa.

All persons should limit their stay to 15 minutes or less.

Women who are or may be pregnant and any person suffering from heart disease, diabetes or high blood pressure should consult a physician before using the Spa.

The Spa should not be used by persons taking medications which induce drowsiness.

The water temperature in the Spa should not exceed 102° F. The water temperature may be checked by use of the thermometer attached to the Spa entry/exit grab-rail. The Spa should not be entered if the water temperature exceeds 102° F.

No Band-Aid or other bandage is permitted to contact the water. The Spa (and Pool) is not to be used by any person with an open sore, abrasion or any infectious condition.” [Adopted 2/5/91, informal 8/92, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Grounds (Landscaping)

Outside Common Areas Are Under Board Jurisdiction

“In accordance with Declaration Section 11.5.3 all the area outside an apartment unit that is considered common or limited common area is under the jurisdiction of the Board of Directors.” [Adopted 8/9/99, amended 12/11/03.]

Garden Trimmings

“All garden trimmings collected by a resident should be placed in the resident’s garbage can. Only if that can is full, should trimmings be placed in a bag for pickup by the landscapers. This is an additional cost to the Village. If the landscapers are unable to pick up the bag, do not leave it on the street over the weekend. Plastic plant containers, rubber gloves, or any other non bio-degradable items should not be put in these bags.” [Adopted 8/9/99, amended 12/11/03.]

Notification to New Owners of Responsibility for Landscaping Improvements

“On the sale of a unit the new owners must be made aware of any additional landscaping improvements (i.e., flowers, etc.) and their responsibility for the continued maintenance of them.” [Adopted 8/9/99, amended 12/11/03.]

Outside Landscape Companies

“No outside landscape companies are permitted in the Village without approval of the Landscape Committee. The landscapers under contract to the Association may be hired on an hourly basis at an individual owner’s expense for any special services approved by the Landscape Committee.” [Adopted 8/9/99, amended 12/11/03.]

Planting and Removal of Trees, Shrubs, and Flowers

“Trees and shrubs are not to be planted or removed without filing a "Landscape Reporting Form" and having that approved by the Landscape Committee.” [Adopted 8/9/99.]

“An owner may plant annuals, etc., but then he or she must maintain them and the area surrounding them. The owner is responsible for the weeding and upkeep of these areas.” [Adopted 8/9/99, amended 12/11/03.]

“Owners are not permitted to remove any plants, or major parts of plants, such as roots or limbs, without the consent of the Board and/or the Landscape Committee.” [Adopted 4/13/00 as corrected 5/11/00, amended 12/11/03.]

“Trees, shrubs, and flowers planted by an owner in the common or limited common areas may not be removed when the owner moves unless approved by the Board.” [Informal 4/19/94, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Other Common and Limited Common Areas

Owner Requested Maintenance Work

Scope of These Regulations

“As used here, the term “Maintenance Work” has the meaning defined in Section 11.5.3(a) of the Declaration: caring for, maintaining, repairing, repainting or redecorating limited common areas. It is also used to refer to the painting, maintenance, repair, and all landscaping and gardening work for the common area (Section 10.4.1(e)).” [Adopted 7/12/05.]

“These regulations pertain to maintenance work requested by individual owners, not work initiated by the Board or one of its committees.” [Adopted 7/12/05.]

Use of Reporting Forms

“Maintenance Work must be requested by any owner by completing and submitting either a Landscape Reporting Form or a Building Maintenance and Repair Reporting Form. The forms are in a holder to the right of the bulletin board in the clubhouse. Instructions for completing them are on the forms themselves. The forms are to be placed in the VACCA box below the bulletin board but in an emergency may be given directly to the appropriate committee chairperson.” [Adopted 7/12/05.]

“The forms submitted will be retrieved by the chairperson of the Building and Roads Committee or the Landscape Committee as appropriate. Upon receipt the chairperson shall notify the owner that the form has been received and may request additional information. At that time or as soon thereafter as practical the chairperson will give the owner an estimate of the target date for completion of approved maintenance work listed on the form. That target date shall be noted on the form by the chairperson.” [Adopted 7/12/05.]

“The Building and Roads Committee or the Landscape Committee will follow up on all items reported on the form. The chairperson shall, as appropriate, complete the section at the bottom of each form to record: the name of the person and/or company that will complete the maintenance work and to whom a copy of the form or other specifications was sent, and the date; who completed the maintenance work and the date; any appropriate notes; and the date the form was added to the owners file.” [Adopted 7/12/05.]

Monitoring the Completion of Maintenance Work

“The appropriate committee chairperson shall monitor the completion of the Maintenance Work requested. If the target date for completion changes from the original estimate, the chairperson shall notify the owner of the new date and note it on the form for the record.” [Adopted 7/12/05.]

“The committee chairperson shall maintain a file and/or list of all requests whose work has not been completed. As part of the committee’s report at Board meetings the chairperson shall report the number of requests 30 days or more overdue and the reason for the delay. Individual requests can be cited as desired.” [Adopted 7/12/05.]

“If no action is taken on a request for Maintenance Work, the target date for completion has passed, only part of the work requested was completed, or the owner submitting the request is dissatisfied in some other manner, he or she should submit a second request form stating the problem. In addition, he or she should discuss the matter with the appropriate chairperson. If the owner is still not satisfied, he or she shall send a letter to the Board, or make a verbal report at a regularly scheduled Board meeting, presenting his or her concerns and requesting a resolution by the Board. A decision by the Board shall be binding upon the owner.” [Adopted 7/12/05.]

Performance of Maintenance Work

“In accordance with the Declaration, the Board is to acquire “all goods and services requisite for the proper functioning of the Condominium” (Section 10.4.1) and has “the exclusive right and duty” to acquire Maintenance Work for the common area (Section 10.4.1(e)).” [Adopted 7/12/05.]

“The performance of Maintenance Work for the limited common areas is also to be carried out by the Board (Section 11.5.3(b)). However, “by written notice, the Board may permit” the owner of the Apartment “to which the common area in question is assigned or reserved” (i.e., limited common area) to perform the Maintenance Work (Section 11.5.3(b)). The owner wishing to do so shall submit a written request to the Board through the appropriate committee chairperson, and shall not perform the work until after written approval has been subsequently received from the Board.” [Adopted 7/12/05.]

“According to Declaration Section 10.4.1(n), “each owner, by the mere act of becoming an owner”, has appointed “the Association as his attorney-in-fact... to take such action as reasonably necessary to promptly perform the duties of... the Board”. This includes but is “not limited to the duties to maintain, repair and improve the property”. An owner shall not, therefore, initiate, authorize, or carry out any Maintenance Work without the prior written approval of the Board. Any such action will be considered a failure to comply with provisions of the Declaration including Sections 11.12 (House Rules) and 16.1 (Enforcement of Compliance with Declaration), which are grounds for legal action. Also, the Board shall not reimburse an owner for any Maintenance Work costs that he or she incurred without the prior written approval of the Board.” [Adopted 7/12/05.]

“Declaration Section 11.5.3(a) provides that the Board shall make “decisions with respect to the standard of appearance and condition of limited common areas,

and with respect to the necessity for, and manner of,” associated Maintenance Work. The Board hereby delegates the making of these decisions to the chairpersons of the Building and Roads Committee and the Landscape Committee, as appropriate. However, the chairperson is encouraged to seek guidance on these matters from the Board as needed. If an owner disagrees with a decision of a chairperson, he or she should refer the matter to the Board for resolution.” [Adopted 7/12/05.]

Personal Modifications to Common Property

“Owners are responsible for problems or costs arising from their personal modifications to common property, in accordance with the Covenants and Bylaws.” [Adopted 4/13/00 as corrected 5/11/00.]

“Any alterations or modifications to the limited common areas shall be made on a conditional basis subject to removal based on deterioration and maintenance problems or a written complaint from residents - upon review and a final decision by the Board.” [Adopted 9/24/91.]

“On the sale of a unit the new owners must be made aware of any improvements to the limited common area of an apartment, including decks and patio fences, and their responsibility for the maintenance of them.” [Adopted 8/9/99, amended 12/11/03.]

Decks, Patio Fences, Privacy Screens, and Sidewalks

“Decks, patio fences, privacy screens, and sidewalks, and other structures or improvements must be approved by the Board and the "Application to Alter a Common or Limited Common Area" and the "Common or Limited Common Area Alteration Agreement" form must be on file before work is started. Privacy screens can be no larger than 6' in height. A standard design specification will be supplied with the "Application to Alter a Common or Limited Common Area" form given to the applicant by the Landscape Committee. The application shall specify the living vegetation to be grown on the screen, if any. The application will be approved by the Board only when there is no other means of providing privacy screening between two units with aligned kitchen/dining area windows. All expenses including placement and maintenance are owner's responsibility.”⁶ [Informal 9/12/90, adopted 11/26/91, amended 8/9/99, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03, amended 8/11/11.]

Sprinkler Heads

“If sprinklers have to be moved as a result of a sidewalk or deck being built, it will be the responsibility of the owner to pay for it.” [Adopted 9/19/95, amended 12/11/03.]

Bibb Extensions

“Extended faucets (bibb) are not authorized. If not properly turned off and drained they can cause serious damage to the frost proof faucet during freezing

⁶ These two forms were updated in September 2005. They are now referred to as the "Application to Alter" form and the "Alteration Agreement" form. They are in the "Packet of Materials for Requests to Alter Common Areas".

weather. Any such damage will be the responsibility and expense of the resident.” [Adopted 8/9/99, amended 12/11/03.]

Owner Responsible for Damage or Repair Caused by Negligence

“The Owner is responsible for damage to and repair of the common areas caused by his or her negligence. This includes damage resulting from pipes that freeze when an Apartment has been vacated for any period and all heat turned off.”

[Adopted 7/12/05.]

Gutter Guards

“All necessary gutter guards will be installed and paid for by VACCA.” [Adopted 2/1/06.]

Window Repair and Replacement Guidelines

Windows will be repaired on a cyclic basis. That is, they will be repaired on the same cycle as painting, siding and garage doors. Exceptions are windows with broken or cracked glass, windows causing rot or nearby damage to a unit, or any other severe condition that the B&R chair identifies. These windows will be deemed “emergency” and repaired as soon as possible.

Windows with broken seals (cloudy) will be replaced as part of a cycle.

All owners scheduled for window replacement will be contacted by B&R and one member of the Board during the planning phase to discuss what windows are to be replaced and why. A B&R member will contact owners to arrange for a specific day/time for this inspection and discussion.

Windows in highly used areas of the condo will be priority.

Windows will be replaced with windows of similar style and functionality. This may be altered by request of the owner (if approval by the B&R chair) as long as it provides a consistent look across our community. For example, some owners may want triple pane windows for windows that face an active, noisy road. This may be approved provided the owner pays for the cost difference.

All owners will be notified no less than one week prior to when window replacement begins. Owners are responsible for making their unit accessible for installation and moving any furniture required to allow installation.

VACCA is not responsible for any internal painting after window replacement.

Windows not scheduled for replacement may be replaced at the request of the owner. Owner will fill out a Building Maintenance and Repair Reporting Form briefly outlining the windows they would like to have replaced following the guidelines as described herein. Upon approval by the Board, the B&R chair will notify owner of approval and the contractor to be used. Owner will contact the contractor for quote and make arrangements for installation. Owner will be responsible for the entire cost. [Adopted 6/14/18]

Repair or Replacement of Foggy Windows⁷

⁷ Adopted 6/28/07, revoked 3/11/10.

Use, Regulation of Use, Architectural Uniformity

Charcoal Barbecues

“For increased fire safety, the use of charcoal barbecues is prohibited within 10 feet of any building or deck. This includes the apartment buildings, clubhouse, and woodshop.” [Adopted 11/12/09.]

Garage Sales

“Garage sales per se will not be permitted in the Village. However, moving or estate sales will be allowed, provided the Board is notified early in the planning stage. An estate sale is defined as a sale after one spouse residing in the Village has died.” [Adopted 9/27/94, informal 2/14/95, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

House and Yard Ornaments and Related

Container Gardening Boxes

“Owners are allowed to have a wooden container gardening box no larger than 4’ in length and 3’ in width on their limited common area for their use in container gardening. Boxes are to be of wooden construction, painted to match the unit. Owners of units that have an area located adjacent to their back patio/decks that face the “green belts” will need to use conventional planters located on their patio or deck. Container gardening boxes will not be allowed on the side or in the front of any unit. Container gardening boxes must be approved by the Board and the "Application to Alter a Common or Limited Common Area" and the "Common or Limited Common Area Alteration Agreement" forms given to the applicant by the Landscape Committee must be on file before work is started. The application must include a design specification for the box. All expenses including those for placement and maintenance are the owner’s responsibility.” [Adopted 8/11/11]

Composting

“Composting is not allowed in the Village.” [Adopted 10/10/13]

Ornaments, Flower Boxes, and Related

“The following are approved for all residential units:

1. Small thermometers placed on outside walls.
2. Hose hangers painted the color of the unit.
3. Outside Christmas lights and decorations from December 1 to January 6.
4. United States flags displayed at the corner of the garage.
5. Hanging flower baskets during the growing season.
6. Seasonal wreaths, etc., on or adjacent to the front door.
7. Flower boxes or pots placed on concrete patios and walkways.
8. Trellises adjacent to the garage or house.

“All of these items shall be furnished and maintained by the individual owner at the owner’s expense in good order, and in the event of damage done to any limited

common area the owner assumes all responsibility.” [Adopted 9/24/91, amended 12/11/03, amended by 10/10/13]

Pets

“Any individual pet living or visiting the Village at Cordata Condominiums is subject to removal by the Board if that pet becomes a nuisance and/or if the pet’s owner (or caretaker) does not follow the rules as listed below.

1. Pets must be kept on a leash and under proper control when they are outside the owner’s unit (including deck area and open garage);
2. Owners are responsible for the immediate removal of pet’s solid waste in a sanitary manner;
3. No pet shall be allowed to become a nuisance or a threat to other residents, contractors, service agents, or guests either by noise or aggressive behavior. Proper authorities e.g. (Animal Control) may be called to remove the offending animal at the discretion of the Board.”

Per Section 11.9 of Declarations and Covenants. [Adopted 2/12/15]

Yard Ornaments

“Nothing may be placed in the yard or driveway, visible from the street fronting the unit, except lawn and garden furniture, benches and containers containing live flowers or shrubs if they are placed on the sidewalk or steps. A planter containing live shrubs or trees may be placed between garages.” [Informal 9/12/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Parking

See also the section on Recreational Vehicles, below.

“Guest parking areas are for guests and short term emergency parking for residents. Residents are prohibited from regularly parking their vehicles in these spaces.” [Adopted 8/1/90, informal 9/12/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“Visitors may park in Guest Parking for no more than 72 hours. Longer term visitors can use the resident’s space they are visiting or have the resident contact the RV Lot Committee Chairman to arrange for space in the RV Lot.” [Adopted 10/11/18]

“The turnarounds are to be kept free of parking at all times for emergency vehicles.” [Informal 9/12/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

“On street parking is not allowed due to Fire Marshal rules that require twenty feet of unobstructed passage for fire apparatus. Temporary (an hour or so) on street parking is allowed as long as long as the twenty foot corridor is maintained (parking on one side of the road only).” adopted 12/14/17

Recreational Vehicles

Definition of RV

“In these Rules and Regulations, the term “Recreational Vehicle” includes vehicles which have eating and sleeping facilities, boats, boat trailers, golf carts, and golf cart trailers.” [Adopted 8/1/90 & 9/5/90, informal 8/8/90 & 9/12/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Allowable RV Parking and Storage

"All owners are allowed to park Recreational Vehicles, owned by them, in the Village and use the RV Storage area. All other are excluded, including: guest parking in the Village for more than twenty-four (24) hours, and resident non owners such as renters and lessees. Nonresident owners will be allowed to use the RV Parking & Storage as long as a space is available. Should the RV Parking and Storage become completely full and there is a space being occupied by a nonresident owner, said nonresident owner will be asked to remove their vehicle when a space is requested by a resident owner." [Adopted 8/1/90, informal 8/8/90 & 9/12/90, adopted 1/10/02, amended 4/10/08, amended 7/9/15.]

Resident Owners RV Parking; RV Storage Area

"Recreational Vehicles of resident owners must be kept in the RV storage area at all times, except they may be parked near the owner's condominium unit for a total of 2 days in any 15-day period for the purpose of re-stocking and de-stocking of supplies. Washing of the vehicle and any repair work must be done in the RV storage area." [Adopted 8/1/90, informal 8/8/90 & 9/12/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03, amended 4/10/08.]

"All vehicles stored in the RV lot must be licensed and operable." [Adopted 10/16/07, amended 4/10/08.]

"Storage space in the RV storage area will be assigned by the RV lot chairman, who shall keep a list of the assignments. The chairman will also maintain a list showing the size of each space so that at any time a request for space is received he or she will know whether or not the request can be accommodated. With the agreement of the owners involved, the chairman may have to shuffle assigned spaces so that all vehicles fit in their assigned spaces." [Informal 8/8/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03, amended 4/10/08, amended 7/9/15.]

"A fee will be charged for all assigned spaces, in an amount established from time to time by the Board. Vehicles must be placed in the spaces assigned to them. Space assignments will be made only to owners for vehicles which are their own personal property. To secure a space the owner must show proof of ownership of the vehicle that will occupy the space. No owner may be assigned more than one space unless approved by the Board." [Informal 8/8/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03, amended 4/10/08, amended 7/9/15.]

"To retain the space assigned an owner must continue to pay the monthly fee even if the vehicle is not there. Subleasing spaces is prohibited. If the space assigned to an owner will be vacant for 6 months or more, the lot chairman should be advised and he or she can allow another owner to use the space in the absence of the owner to whom the space is assigned, provided that both pay the fee for the space. If an owner sells the RV using the assigned space and plans on buying a replacement, he or she can retain the space so long as the fee is paid. When an owner ceases to use the assigned space or does not pay the fee for a month, the space will be declared vacant, and re-assigned." [Informal 8/8/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03, amended 4/10/08, amended 7/9/15.]

“When space is available other owner’s vehicles, including additional RVs and cars or trucks, may be parked in the lot subject to a written request to the Board and approval by the Board. Such approval shall be made only with the understanding that if another owner not already assigned a space submits a request to park an RV in the lot, the owner using multiple spaces will be subject to relinquishing any space above the one originally assigned him or her. Should this situation occur, the lot chairman shall submit to the Board a recommendation, with rationale, as to which owner will be asked to relinquish space. RVs will take precedence over other vehicles for these spaces.” [Adopted 8/1/90, informal 8/8/90, adopted 1/10/02 as corrected 2/14/02, amended 8/16/05, amended 4/10/08, amended 7/9/15]

“The RV lot chairman shall notify the Treasurer monthly in writing regarding which owners have spaces assigned to them.” [Adopted 4/10/08, amended 7/9/15.]

“Resident owners who own recreational vehicles for which there is no space in the RV storage area must find storage for them outside the Village, and they can be put on a wait list to obtain space. Resident and nonresident owners who sell their condominium units should inform their buyers that space in the RV storage area is limited, and that they may have to be put on a wait list to obtain space. The lot chairman shall maintain the wait list of resident owners requesting space with size requested so any new resident owner moving in will have an idea what is available or how many are ahead of him or her for a certain size space, so he or she can plan accordingly.” [Adopted 8/1/90, informal 8/8/90, adopted 1/10/02 as corrected 2/14/02, amended 4/10/08.]

“RV owners must provide suitable blocks to prevent their RVs from backing into the fence of the RV storage area. Any damage to the fence will be the responsibility of the RV owner.” [Adopted 8/22/90, amended 12/11/03.]

Rodent Control

Purpose of These Regulations

“One of the purposes of these regulations is to reduce as much as possible the opportunities for rodents (squirrels, chipmunks, mice, racoons, and rats) to find entry into VACCA homes without reducing the fun of feeding and watching birds. Unfortunately, rodents are usually attracted by bird seed. When rodents gain access to crawl spaces and attics it is possible for them to cause extensive damage to insulation and wiring that can be very expensive to clean up and repair. Furthermore, health issues can occur as a result of rodent infestations. The following regulations are meant to help minimize these potential problems.” [Adopted 7/17/08.]

Feeding of Squirrels and Chipmunks Prohibited

“The feeding of squirrels and chipmunks is prohibited. This includes using peanuts (shelled or unshelled), corn, or whole nuts on the ground, on window sills, or on feeding platforms for the express purpose of attracting squirrels.” [Adopted 7/17/08.]

Placement of Bird Feeders

“With the exception of Hummingbird feeders (which pose no problem), no feeding of ANY wildlife is allowed in the Village, including birds, rodents, raccoons, rats, rabbits, coyotes, ducks, geese, etc.” [Amended 10/10/13]

Owner to Report Suspected Rodent Entry

“If rodent entry into the crawl space or attic is suspected, the apartment Owner should immediately by phone contact the Building and Roads Committee, which will arrange for the appropriate experts to capture or eliminate the rodents.” [Adopted 7/17/08.]

Owners Who Feed Birds May Be Responsible for Rodent Damage

“Those owners who feed birds should understand the potential risk and recognize that if a serious problem occurs due to rodent activity in crawl spaces or attics as a result of bird feeding they will need to bear some of the responsibility for cleanup and repair of any damage.” [Adopted 7/17/08.]

Matters for the Board to Consider in Assigning Financial Responsibility

“In July 2005 the Board adopted a regulation that the Owner is responsible for damage to and repair of the common areas caused by his or her negligence. Foundations, crawl spaces, and attics are common areas. In applying the 2005 regulation to rodent control to determine financial responsibility for cleanup and repair of damage caused by rodents, the Board shall, as a minimum, consider the following: [Adopted 7/17/08.]

- “1. Whether, how, and the extent to which the apartment Owner was negligent. Negligence could, for example, have resulted from: feeding squirrels or chipmunks, which is prohibited; feeding birds; or failing to eliminate potential rodent entry points during activities initiated by the Owner or previous Owner such as having an air conditioner installed.” [Adopted 7/17/08, amended by “Placement of Bird Feeders” 10/10/13.]
- “2. Whether, how, and the extent to which VACCA was negligent. Negligence could, for example, have resulted from the Buildings and Roads Committee failure to periodically look for and appropriately eliminate: possible rodent entry points including ill-fitting crawl space covers and holes in or missing foundation vent screens; and holes gnawed by rodents.” [Adopted 7/17/08.]
- “3. If the Board, in good faith, cannot determine that there was a direct connection between the actions of an Owner and damage caused by rodents, then VACCA shall assume the full financial responsibility for all cleanup and repair.” [Adopted 7/17/08.]

Satellite Dishes

“Anyone wishing to put up a TV satellite dish must put in a request for approval, with a plan, in writing. This will then be reviewed by the Board, based on current condo rules and cable company regulations.” [Adopted 7/28/92, amended 1/13/98 & 12/11/03.]

Signs

“No sign of any kind is to be displayed from a unit, common or limited common area without the prior consent of the Board (Declaration Article 11.8) with the following exceptions: [Informal 8/1/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

1. A small sign or name plate indicating who lives there is permitted. [Informal 8/1/90, adopted 9/24/91, amended 12/11/03.]
2. When a unit comes up for sale or rent a sign no larger than 18 inches by 24 inches can be displayed.” [Adopted 8/1/90, informal 9/12/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Use of Facilities by Guests and Nonresidents

“Any guests or non-residents using any of common facilities in the Village at Cordata must be accompanied by a resident at all times. The resident is responsible for the actions of the guests or non-residents.” [Informal 12/18/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Vehicle Repair Work

“Repair work on any vehicle is not permitted in the streets, driveways or parking areas.” [Informal 9/12/90, adopted 1/10/02 as corrected 2/14/02.]

“All repair work must be carried on within the enclosure of the owner's garage. Emergencies excepted.” [Adopted 8/22/90.]

“For the purpose of enforcing Section 11.3 of the Declaration, any vehicle parked on streets, or in driveways, or parking areas, on which repair work is being done, will be considered an unsightly vehicle and may be towed away at the owner’s expense.” [Adopted 8/22/90, informal 8/22/90, adopted 1/10/02 as corrected 2/14/02, amended 12/11/03.]

Common Expenses and Assessments

Delinquent Condo Fees

“Pursuant to Declaration Section 12.2 as amended by the Seventh Amendment, assessments unpaid on the 5th of the current month shall have a late charge of \$10.00 imposed and an additional late charge of \$10.00 shall be added if the assessment is not paid by the 15th of the month. Any late charge shall be added to the following month's assessment.” [Adopted 4/18/95, amended 12/11/03.]

Schedule of Fines

The Board of Directors adopts the following Schedule of Fines that may be imposed by the Board following a determination that a violation of the Condominium Association's declaration, bylaws, or rules and regulations has occurred:

*Minor Offense*¹

- First Offense: \$20.00
- Second Offense: \$40.00
- Third Offense: \$125.00
- Continuing:* \$10.00 / day

*Major Offense*²

- First Offense: \$80.00
- Second Offense: \$160.00
- Third Offense: \$500.00
- Continuing:* \$50.00 / day

* “Continuing” means conditions that the Board determines represent continuing violations, where each day of non-compliance shall constitute a separate offense for which a daily fine may be imposed.

¹ Minor Offenses are those which involve no threat to human health and safety nor risk of harm to valuable property.

² Major Offenses are those which do involve a threat to human health and safety or risk of harm to valuable property.

HEARING PROCEDURES

[To Be Use When Fines Are Proposed For Violations of Governing Documents]

Pre-Sanction Hearings.

In any cases where a fine or special assessment for misconduct is proposed, or when a suspension of membership privileges for violation of the Governing Documents is proposed, or in any other case where the Board, in its discretion, deems necessary or advisable, an allegedly offending Owner shall be afforded the opportunity for a hearing by the Board to determine the appropriateness of the action proposed to be taken. A hearing will be governed by the procedure set forth below:

Notice of Violation.

A written Notice of Violation shall be prepared and hand-delivered or mailed by registered or certified mail, return receipt requested, to such Owner at his or her last known mailing address. The Notice of Violation shall include:

A statement, in reasonable detail, of the factual nature of any alleged violations, along with the Section number of any portion of the Governing Documents allegedly violated;

The nature of the action proposed to be taken against such Owner, including the dollar amount of any fine which could be imposed under the Schedule of Fines;

A date by which the Owner must mail or deliver a written Request For Hearing to the Association to contest the imposition of the proposed sanction, (which date must be not less than 14 days following the delivery of the Notice of Violation), along with the address to which such Request For Hearing must be sent; and

a date, which is not less than 30 days following the delivery of the Notice of Violation, upon which the sanction would be imposed in the event that no hearing is requested by the Owner.

Form and Contents of Request for Hearing.

The Request for Hearing shall be made in writing, shall be signed by or on behalf of the Owner, and shall contain a brief statement of any reasons known to the Owner that the proposed sanction should not be imposed.

Establishment of a Hearing Date.

In the event that a hearing is requested by an Owner, no sanction may be imposed until the requested hearing is held. Upon receipt from an Owner of a Request For Hearing, a Notice of Hearing shall be prepared and hand-delivered or mailed to such Owner by registered or certified mail, return receipt requested. The Notice of Hearing shall include the location, date and time of the hearing.

Hearing Procedures.

At the hearing, the President, or his or her designee, shall preside. The hearing shall be conducted generally in accordance with the requirements for Meetings of the Board as provided in Section IV -5 of the Association's Bylaws. Any Director who feels that it would be impossible to be fair, objective and unbiased in the proceedings shall disqualify himself or herself prior to the commencement of the hearing. Both the Owner who is the subject of the hearing and the Association may be represented by counsel. Minutes shall be taken and, if requested by either the Association or the Owner, the hearing may be recorded either stenographically, or by audio or video tape or equivalent means. After receiving proof of the giving of the two Notices required by Sections 1.1 and 1.3 of hereof, factual evidence in support of the allegation that a violation has occurred will be received. Live testimony from witnesses with personal knowledge shall be received where practicable. Affidavits or declarations in the form required by RCW 9A.72.085 may be received in lieu of live testimony as the interests of justice may require, and formal adherence to legal rules of evidence shall not be required. Thereafter, evidence from the Owner, in defense or toward mitigation, shall be received. Any rebutting evidence may then be received. Legible copies of all documentary evidence received shall be attached to the minutes of the hearing. At the close of the evidence, both sides shall have the opportunity for legal argument.

Default.

In the event that the Owner fails to appear at the hearing, (s)he may be deemed to be in default, and upon receipt of proof of delivery of both of the Notices required under Sections 1.1 and 1.3 of hereof, and upon receipt of any satisfactory evidence that establishes the existence of the violation, the Board may render its decision forthwith.

Continuances.

In its discretion, if the interests of justice appear to require, the Board may continue the hearing at the request of either the Owner or any other affected party, for such reasonable period not to exceed thirty (30) days, as may be deemed necessary.

Decision.

The Board may issue its decision at the close of the hearing, or may adjourn and render its decision at a later date, not to exceed thirty (30) days following the date of the hearing or any continuation thereof. The decision shall be in writing, but need not contain detailed findings of fact or conclusions of law, and shall be delivered or mailed to the Owner and his or her attorney on the date of issuance. The original copy of the decision shall be dated and signed by the presiding Officer, and filed among the minutes of the Board of Directors.

Assurance of Voluntary Compliance in Lieu of Hearing.

The Board may, with or without holding a hearing and at any time prior to rendering its Decision, accept from the Owner an Assurance of Voluntary Compliance in lieu of further proceedings, subject to such terms and conditions as may appear reasonable.

Alternative Forms of Dispute Resolution Authorized.

In addition to the rights, remedies and procedures described above, the Association may, with the consent of an affected Owner and/or any other interested party, agree to resolve any dispute through mediation, binding or nonbinding arbitration, or such other alternative dispute resolution mechanism as may be deemed appropriate, at the discretion of the Board. [Adopted 11/9/17]

Notice of Violation

May 5, 2016

[name of owner]
[address of owner]
Bellingham, WA
98226

Regarding: [cite violation]

*****Friendly Reminder***First Notice*****

Dear [name of owner],

As you know, the Board of Directors for your community association is responsible for monitoring the Declaration and Covenants, Conditions, Restrictions and Reservations, Bylaws, rules, regulations and architectural guidelines of our community, of which you are a member. We want our community to be well maintained, safe and attractive.

It has been brought to the Board's attention that Article_, Section of the [Declaration, Bylaws, Rules....] is not being followed. The following [covenant, bylaw, rule...] applies:

[cite the language in the rule, covenant or bylaw that is applicable]

Your [action/inaction] violates this [covenant, bylaw, rule...]. Specifically, [brief description of what the owner is doing or not doing] is in contradiction to the language of [covenant, bylaw, rule...].

The Board of Directors asks for your immediate attention to this matter by bringing your actions into compliance with the [Covenants, bylaws, rules....] within two weeks of receiving this notice.

We appreciate your cooperation and prompt response. If this violation has been corrected please disregard this letter.

Sincerely,

The Village at Cordata Condominium Association
Board of Directors

[Adopted 11/9/17]

INDEX OF RULES AND REGULATIONS

A

Air conditioners, 6
Alteration Agreement form. See Common areas
Apartment leasing/rental, 6
Application to Alter form. See Common areas

B

Billiard room, 10
Bird feeders, 21
Board members
 Terms of newly elected, 6
Building Maintenance & Repair Reporting Form, 14

C

Christmas lights & decorations, 18
Clubhouse. See also Billiard room, Pool, Spa
 Access, 11
 General regulations, 11
 Rental regulations, 11
Composting, 17
Common areas. See also Maintenance work, owner requested
 Alteration Agreement form, 6(footnote 4), 16(footnote 6)
 Alterations or modifications to, 16
 Application to Alter form, 6(footnote 4), 16(footnote 6)
 Owner responsible for damage caused by negligence, 17
 Owners responsible for maintenance of improvements, 16
 Personal modifications to, 16
 Request & Disclaimer Form, 6(footnote 4)
Condo fees, delinquent, 23
Container Gardening Boxes, 17
Contracts, 3

D

Decks, 16
Dry wall, repairs to, 10

E

Estate sales. See Garage sales.

F

Faucets, Bib extensions, 16

Fireplaces, 6
Flags, 18
Flower boxes or pots, 18

G

Garage doors, 6
Garage sales, 17
Garden trimmings, 13
Gutter guards, 17

H

Hanging flower baskets, 18
Hose hangers, 18
House ornaments, 18

L

Landscape Reporting Form, 13, 14
Landscaping, 13
 Common areas are under Board jurisdiction, 13
 Outside companies, 13
 Owners responsible for maintenance of improvements, 14
 Special services for owners, 14
Limited common areas. See Common areas.

M

Maintenance work, owner requested
 Monitoring completion of, 15
 Owner dissatisfaction with, 15
 Owner not to do without Board approval, 15
 Performance of, 15
 Scope of regulations, 14
 Standard of appearance & condition of areas, 15
 Use of reporting forms, 14

N

New owners, responsibilities of, 6, 13, 16

O

Owners
 Mailing documents to, 6

P

Parking areas. See also RVs.
 Guests, 19
 Residents, 19

- Turnarounds, 19
- Patio fences, 16
- Pets, 19
- Pipes, frozen, 17
- Pool rules, 12
- Proxy form for Membership meetings, 6
- Purchasing, 3

R

- Rental of units, minimum time for, 6
- Rodent control
 - Assigning financial responsibility, 21
 - Bird feeder placement, 21
 - Feeding squirrels, chipmunks prohibited, 21
 - Owner may be responsible for damage, 21
 - Owner to report suspected entry, 21
 - Purpose of regulations, 20
- RVs
 - Allowable parking & storage, 19
 - Blocks, 20
 - Definition of, 19
 - Must be licensed, operable, 19
 - Resident owners parking of, 19
 - Storage area, 19
 - Storage fee will be charged, 19
 - Washing & repair of, 19

S

- Satellite dishes, 22
- Sidewalks, 16
- Signs, 22
- Snowbirds
 - Forwarding addresses filing, 6
- Spa rules, 12
- Sprinkler heads, 16

T

- Thermometers, 18
- Trees, shrubs, flowers
 - Planting and removal of, 13
- Trellises, 18

U

- Unightly vehicle, 23
- Use of facilities by guests & nonresidents, 23

V

Vehicle repair work, 23

W

Windows, foggy, 17

Wreaths, 18

Y

Yard ornaments, 18