



## HOMEOWNERS RULES

In order to protect the welfare of all residents, to protect each owner's property value, and to increase our enjoyment of our total complex, the following rules have been adopted by the Board of Directors of the Ventura Homeowners Association (Ventura Community Club).

Please keep in mind that owners are responsible for the compliance of guests and tenants.

Failure to require strict compliance with any rules in a particular instance does not constitute precedence.

**The board enforces the rules but is not responsible for policing the complex for violations.**

### GENERAL

1. All owners, tenants, guests and pets are subject to the Ventura Condominiums' rules. It is the responsibility of the owner to notify tenants and guests of these condominium rules, as the owner will be held responsible by the Board of Directors for any actions by his or her guests/tenants in violation of the rules. Owners who are renting or leasing their units are responsible for providing copies of the condominium rules.
2. No occupant will make any noise or offensive activity that will annoy or interfere with the right, comfort, convenience of other condominium occupants.
3. Music, television, voices or parties in all units must be at a moderate level and noise from such may not be audible after 10:00pm or before 8:00am Monday thru Friday, and after 10:00pm or before 10:00am Saturday and Sunday.

### COMMON AREAS

1. Common areas are designated for the enjoyment of all homeowners and tenants. They are defined as: hallways, corridors and walkways, decks, landscaped areas, stairs and stairways, ramps and driveways, parking areas and recreational areas. Damage to those areas are strictly forbidden. The Association has the right to have anyone removed from the common areas who is causing a disturbance or nuisance.
2. Bicycles and motorbikes are not permitted in landscaped areas.
3. Use sidewalks and walkways for access, not landscaped areas.
4. The hanging of clothings, rugs, sleeping bags, or any other similar items on the decks to air out or dry is allowed. However, said items are only allowed to remain hanging for 8 hours before they must be removed. Stringing clothes line across decks and hanging clothes on any railings is prohibited. Portable clothes drying racks are permitted. Be considerate of your neighbors and do not hang underclothing.
- 5.\* Keep patios and decks clean. Your deck is your neighbor's view and is **NOT** a storage area. Maintained planters with drip trays, barbecues and patio furniture are exception to this rule. No bikes, snowboards, scooters, boxes etc are to be stored on the deck. No chicken wire or any such item is to be wrapped or stapled on the deck area.

6. Owners will reimburse the Association for any expenses incurred resulting from the repair or replacement of any facility in the common area damaged through their or their guests/renters negligence or fault.
7. No toxic or pollutant substance is to be poured down storm drains, i.e. oil, paint, paint thinner, etc.
8. No smoking outside of front doors, walkways or hall ways.
- 9.\* Litter of any type is not to be thrown on the grounds. This includes cigarette butts. No garbage or recycling is to be left outside of the dumpster or recycle bins or left on the ground.
- 10.\* Installation of any of any electrical fixtures, plumbing, telephone, or air conditioning units, etc., on the exterior of the buildings is prohibited without the prior written consent of the Board of Directors.
11. Door and window screens and deck blinds are allowed, but must be kept in good condition. Deck blinds must be 8 feet in width. Front door screens should be white. All deck blinds should be white.
- 12.\* Holiday/Christmas Lights and Decorations need to be taken down by February 1st.

## **PARKING**

- 1.\* Carports are common areas and **NOT** to be used as a storage area. The only item allowed is one vehicle and/or one motorcycle. No firewood, appliances, bikes, boxes, furniture etc.
- 2.\* Cars, trucks or motorcycles only. No campers, trailers or boats. Only one passenger vehicle per outdoor spot.
3. Inoperable vehicles will not be allowed on the premises for more than 7 days at a time. Vehicles with expired tabs or flat tires are subject to towing at the owner's expense after the 7 day grace period.
4. Please use the utmost care in parking with regard to other cars and access to carports, other parking spots and stairwells.
- 5.\* Each unit has two designated parking spots, the carport and the marked outside spot. Please keep your parking, and that of your guests, to these spots unless you have permission from the owner to use their spot.
6. Vehicles improperly parked are subject to towing.
7. Any vehicle that is not parked in a designated spot is not to be parked on the condominium grounds. An exception to this is any vehicle needed for incidental loading or unloading.

## **UNIT MAINTENANCE**

1. Any maintenance that alters the exteriors or any common portion of a building must have prior approval in writing from the Board of Directors.
2. The homeowner has the obligation to promptly inform the Board of Directors of any maintenance concerns. Failure to report in a timely manner will limit the Association's liability for repair.
3. The homeowner is also responsible for any damage to other units common area resulting in failure to properly maintain decks or storage areas. The homeowner is also responsible for failure to properly maintain or replace dishwashers, washing machines, interior plumbing and/or anything else that is not specifically the responsibility of the Association.

4. The Association, and its agents, may enter any condo when necessary a) in connection with any maintenance, landscaping or construction for which the Association is responsible, b) for making emergency or other necessary repairs or maintenance that the unit owner has failed to perform, c) or for making repairs necessary to prevent damage to common areas and facilities or to another unit.
5. **Water Service:** In the event that a building's water service must be temporarily turned off for *non-emergency* plumbing work, or under any other *non-emergency* circumstance, three days written notice must be provided to the occupants of each unit of the building in question if the shut-off is to occur on a weekday, and seven days written notice must be provided to the occupants of the building if the shut-off is to occur on a Saturday or Sunday.

## **PETS**

1. In accordance with King County Animal Control Ordinances: a) all dogs must be on a leash when outside your unit, and b) all dogs and cats must be properly licensed.
- 2.\* Each resident pet owner is responsible for removing pet waste.
3. All owners are responsible and will be charged for damaged caused by their pets.
4. Only domesticated household pets.
5. Poisonous or otherwise dangerous pets are strictly forbidden.
6. Any pet that does not conform to these rules or causes any unnecessary disturbance will be subject to disciplinary action per this declaration. Violation of these rules may also result in the removal of the pet at the owner's expense by the King County Animal Control Division.
7. Noise complaints by neighbors will result in warning. Second time will be a fine.

## **SIGNS**

1. No signs will be posted in the common areas or in public view from an individual unit except Real Estate Sale signs.
2. Real Estate "For Sale" and "For Lease" signs may be displayed in front and/or side windows and shall not exceed 2 x 2 feet. No other window signs will be permitted.

## **GARBAGE AND RECYCLING**

1. Please make an effort to recycle any materials you possibly can. At this writing Ventura owners can recycle: a) clean mixed paper, b) clean glass, cans and type 1 and 2 plastics, and c) newspapers and their inserts. Permitted recycling is labeled on the outside of the containers.
2. Furniture, bedding and large bulky items generally will not be picked up by our garbage service. These items must be disposed of at the resident's expense and not left outside.
- 3.\* No leaving items of any kind outside of the dumpster or recycling bins.

**ASSOCIATION DUES**

1. Association monthly dues are payable on the first of each month and late if not paid by the 10th of each month. A \$25.00 late fee is added on the 10th of the month and again on the 20th if the account is still delinquent. This fine procedure will repeat during the next month, on the same dates, if the account is still delinquent.
2. When an account is in arrears, any partial payment made is applied to the oldest part of the balance. Late charges will continue to accrue until the account is current.
3. Seriously delinquent accounts may result in legal action. All legal and lien fees will be charged to the account.
4. Fines assessed and not paid by the following month will also be subject to late charges.
5. Dues should be sent to TSquare Property Management, PO Box 95403, Las Vegas, NV 89193-5403.

**GRIEVANCE FINE PROCEDURE**

1. If you are disturbed by the actions (noise, pets, etc.) of another resident, you should first make personal contact with the offending party verbally or by written note to make them aware that you are being disturbed.
2. If you do not feel comfortable making personal contact, or if no results were achieved from personal contact, please submit in writing to HOA Management which at this writing is TSquare Property Management. The committee also welcomes questions and correspondence, which may be sent to TSquare Property Management.
3. The committee will promptly review the claim, and if the complaint is substantiated, will send a letter to the offending party indicating that if the violating action is not stopped, a fine will be imposed at the Board of Directors request.
4. Owners shall be deemed liable for any and all fines imposed as a result of actions by renters.
5. The offending party will be offered an opportunity to appeal a fine to the Board personally and/or submit documents that would prove a non-violation.
6. Written notice to an offsite owner will be deemed sufficient if dispatched by regular mail to their last known address. Written notice to a resident owner will be sent to their Ventura address. A notice will be sent to non-owner tenant as well, if applicable.
7. Those marked with (\*) will no longer receive warnings and will be an instant \$50 fine.
8. The fine schedule shall be as follows (or as the Board of Directors deems appropriate).

First violation: \$50.00

Second violation: \$100.00

If the homeowner fails to pay the fine(s) a late fee will be added as described in this document. Seriously delinquent fines will result in a lien against the homeowners unit at the homeowner's expense.