**4th Avenue Village**

 **General Rules**

 **And Regulations**

**Revised February 2021**

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**4th Avenue Village Condominium**

**Owners Association**

**General Declaration**

All condo-owners of 4th Avenue Village have substantial investment in the entire condominium complex. In order to protect their investment and to promote the welfare of all owners and occupants by the maintenance of a safe, attractive, friendly and pleasant living area, the Board of Trustees of the condo-owners association have adopted the following Rules and Regulations under the authority and provisions of the Declaration of Condominium of 4th Avenue Village.

Some of these rules are taken from the Declaration, while others are not. These rules neither replace nor change the Declaration. It is the responsibility of all owners and occupants to know and abide by the provisions of the Declaration and these Rules and Regulations.

The Board of Trustees, the managing agent, and other committee members, as designated, will work to enforce the rules, but the participation and cooperation of all owners and occupants is essential to our success in maintaining our residential area as a friendly, residential community, fair to all.

*Revised, amended and adopted this 3rd day of February 2021*

*by the Board of Trustees of 4th Avenue Condominium Owners Association.*

Kathy Burke,

President

PLEASE NOTE

**There is a black mailbox inside the cabana labeled “Ballots.”**

**This mailbox also serves as the “Cabana Inside Mailbox” for all your documents and applications.**

**Section 1**

**GENERAL RULES AND REGULATIONS**

RULE 1.0 Rules and regulations published by the Board of Trustees shall apply to and be binding on all owners and/or occupants of the 4th Avenue Village Condominiums and on their invitees and visitors.

RULE 1.1 Owners shall be responsible for the actions of the occupants, by lessee or otherwise, of their unit and for the compliance with all provisions of the Declarations of Condominiums for 4th Avenue Village, the Bylaws, and all of the Rules and Regulations of the Board of Trustees.

RULE 1.2 Owners shall be responsible for informing any tenant or occupant of the provisions of the Declaration of Condominiums for 4th Avenue Village, the Bylaws, and all of the Rules and Regulations, and shall take such action as may be required to secure compliance. This also applies to visitors and invitees.

RULE 1.3 Owners and/or tenants shall maintain their unit’s patio, decks, carports, garages and entrances in a safe, clean, and presentable exterior appearance. Owners may request in writing to the Board of Trustees, and at condo-owner’s expense, to pain, furnish patios, decks, or limited common area adjacent to their units with removable non-permanent treatments to enhance the enjoyment of their unit and add to the beauty and enrichment of the community, at no cost to the association. These treatments can include but are not limited to;

1. Approved removable awnings on second story decks or on patios
2. Approved decorative structures (plant shelves, planters, etc.)
3. Approved patio floor coverings (patio carpets, wooden slats, etc.)
4. Plants, flowers, any decorative treatments, rocks and planters, etc. are to be maintained by the owner or tenant on a regular basis, and are to be kept in reasonable, presentable condition.

These treatments may not encroach into the lawn or common areas.

If a condo-owner is unable or fails to continue the maintenance of items added, those items will become the property of the Association to be utilized or removed at the Association’s discretion. When the unit is sold, the selling condo-owner will be responsible to either remove the furnishings or make the purchasers aware that they will be responsible for the upkeep and maintenance, or the furnishings and/or plants will become the property of the Association.

RULE 1.4 Firewood may be stored on the rear patio, in an enclosed container. Any damage incurred to the buildings or structures of 4th Avenue Village from firewood storage will be repaired at the cost of the condo owner.

RULE 1.5 Excess or unused property, or items that are incompatible with the requirement that a uniform, presentable exterior be maintained and preserved, shall not be stored or remain on patios, decks or carports.

RULE 1.6 Signs, i.e. political and/or commercial, other than those placed by the Board of Trustees for the Condo-Owner’s Association, shall not be displayed in windows, doors, or on the buildings or grounds without approval of the Board of Trustees.

RULE 1.7 Exterior antennas shall not be installed or used on any building without prior approval by the Board of Trustees.

RULE 1.8 No condo-owner or occupant shall make any modifications, add or remove, alter or change any common element of the units, buildings or grounds without the prior written consent of the Board of Trustees.

RULE 1.9 Smoking materials, wrappers, debris or other litter shall not be discarded in or on any common area.

RULE 1.10 No activity shall be conducted in 4th Avenue Village which will interfere with the right to quiet use of the condominium by other occupants or which might cause damage to the common areas.

RULE 1.11 Radio, television, stereo or other sound producing equipment shall not be operated or played at a sound level with-in or with-out the condominium unit, disturbing the right to quiet use by other residents.

RULE 1.12 No type of fireworks are allowed, at any time, within the condominium grounds.

RULE 1.13 Condo-owners and/or occupants shall be responsible for preventing freeze damage to their units during winter months.

RULE 1.14 Though the 4th Avenue Village is a family friendly community welcoming a diverse spectrum of condo-owners, it is important to keep the aesthetic beauty of the grounds and maintain respect for each condo-owners property. With this in mind, the following activities will be permitted and encouraged.

1. Activities which include hard balls, adult-sized bicycles, or any activity that may cause damage to condo-owner property or the common areas is not allowed. These activities may occur in the field next to the cabana as long as they do not create safety hazards or interfere with regular usage by other residents.
2. Motorized vehicles (i.e. motorcycles, scooters) will be permitted only on the roadway.
3. Bicycles and foot powered scooters may be used on the roadways or on the sport court as long as the use does not interfere with non-vehicle use of the court. Bicycles and scooters, however, should be walked on grass areas, ie to and from the sport court to lessen damages to the grass.
4. All personal items must be returned to the owners’ unit at the end of use. Items left in any common area after 24 hours are subject to disposal at the expense of the owner.
5. Basketball(s) provided by the 4th Avenue Village should be returned to dedicated ball storage located at the basketball court.

RULE 1.15 Patio fences are not allowed unless approved by the Board of Trustees and must be removed upon sale of the unit.

RULE 1.16 Window treatments shall have white or off-white lining showing. Drapes or blinds only.

RULE 1.17 No graffiti, **permanent** writing, drawing, or coloring in any common area of 4th Avenue Village is allowed. Children’s chalk substances are allowed.

RULE 1.18 Owners are solely responsible for all fireplace vents and linings as well as periodic chimney cleaning.

**Section 2**

**CONDO-OWNERS AND OCCUPANTS REGISTER**

RULE 2.0 Condo-owners and/or occupants shall provide the following information to the property management.

1. UNIT NUMBER
2. NAME OF LEGAL OWNER
3. ADDRESS OF LEGAL OWNER
4. HOME AND WORK PHONE NUMBERS
5. EMERGENCY CONTACT INFORMATION INCLUDING PHONE NUMBER
6. VEHICLE MAKE, MODEL AND LICENSE NUMBERS FOR ALL VEHICLES USING 4TH AVENUE VILLAGE PARKING SPACES
7. CONDO-OWNER INSURANCE CARRIER

Non-owners/occupants shall provide the following information to the property management.

1. UNIT NUMBER
2. NAME OF LESSEE OR RESIDENT
3. HOME AND WORK PHONE NUMBERS
4. NAME OF EACH RESIDENT
5. EMERGENCY CONTACT INFORMATION INCLUDING PHONE NUMBER
6. VEHICLE MAKE, MODEL AND LICENSE NUMBERS FOR ALL VEHICLES USING 4TH AVENUE VILLAGE PARKING SPACES.

**Section 3**

**VEHICLE REGISTRATION AND OPERATION**

RULE 3.0 Each vehicle permitted to be operated in the 4th Avenue Village shall be registered with the property management, resident maintenance staff

RULE 3.1 Only one vehicle shall be permitted to be parked within 4th Avenue Village, for each assigned parking space.

RULE 3.2 Owners/occupants shall park in their assigned spaces only.

RULE 3.3 Any vehicle not registered with the property management and not current in licensure/registration (tabs) can be towed at the owner’s expense, after proper notice is given.

RULE 3.4 A VISITOR PERMIT is required for all guests using a visitor parking space for more than 24 hours. A visitor permit must be obtained by the hosting unit prior to the initial 24 hour parking period. VISITOR PARKING PERITS are available inside the cabana on the bulletin board.

RULE 3.5 Visitor parking is a privilege, not a right. A permit shall not be issued when there is reasonable cause to believe that the privilege is being abused.

RULE 3.6 No vehicle shall be operated within the 4th Avenue Village at a speed exceeding ten (10) miles per hour, and shall come to a full “stop” at all “stop” signs.

RULE 3.7 Any damage sustained to buildings, carports, garages, etc. during any parking maneuver or other operation of any vehicle, motorized or otherwise, is the responsibility of the owner.

RULE 3.8 No vehicle shall be parked longer than 15 minutes for loading and unloading and only next to their unit.

RULE 3.9 No vehicle shall be parked in any parking space or garage so that any part thereof, encroaches into any common area. Common is defined as the edge of the carport roof line or garage, or off pavement.

RULE 3.10 No inoperable or substantially damaged vehicle shall be parked in a carport or visitor parking space. All vehicles must be capable of moving under their own power, immediately, if requested.

RULE 3.11 Vehicle repair or painting shall not be done in carport or visitor parking spaces. No vehicle shall be placed on blocks or carjacks overnight. Normal maintenance is not in violation of this rule.

RULE 3.12 Vehicles not designed for and commonly used for transportation on public roads shall be parked in carport or visitor space.

RULE 3.13 No boat, motor home, trailer or vehicle commonly used as a recreational vehicle shall be parked in a carport or visitor space, except to load or unload. Loading and unloading cannot exceed 24 hours.

RULE 3.14 Drip pans must be placed under all vehicles. This is the responsibility of the owner, and any damage to the asphalt due to leakage will be repaired at the owner’s expense.

RULE 3.15 The property manager has the authority to issue a clean-up request of dirty or sub-standard parking spaces. If an owner/occupant fails to clean the area within seven (7) days following notification, the property manager has the authority to arrange for clean up at the owner’s expense. The Condo-owners Association retains the right to clean and or repair dirty and sub-standard parking spaces and bill the owner/occupant for all resulting expense.

RULE 3.16 Tow charges for any vehicle removed from the premises shall be the owner/occupant responsibility.

**Section 4**

**RECREATIONAL FACILITIES**

ALL RECREATIONAL FACILITIES ARE USED AT YOUR OWN RISK

The 4th Avenue Village, its managers or other representatives accept no responsibility for any

damages to person or personal property sustained during the use of the

 recreational facilities.

RULE 4.0 The recreational facilities consisting of the cabana, reading/TV/game room, pool, spa, exercise room, and Phase 1 sport court, are for the exclusive use of owners/occupants and their guests, subject to the rules stated herein.

 4th Avenue Village Pool Rules must be signed and turned in to the black mailbox inside the cabana or given to the property management company or a board member.

RULE 4.1 All recreational facilities shall open at 9:00 AM and close at 10:00 PM with the exception of the sports court in Phase I, which will be closed at 9:00PM

RULE 4.2 No ongoing personal business, work activities or ongoing for-profit endeavor shall be conducted in the cabana or any parts thereof including the pool, spa, exercise room, or sports court without explicit, written agreement obtained by petition to and approved by the Board of Trustees. Intermittent club activities, product demonstrations, sales parties (Tupperware, etc) are allowed by way of a cabana reservation form. Cabana use regulations will apply to all such events.

RULE 4.3 There shall be no more than four (4) guests per unit in or on any recreational facility at the same time. Guests must be accompanied by an owner. This limitation shall not apply to reserved private parties.

RULE 4.4 The pool will open Memorial Day through Labor Day, weather permitting.

RULE 4.5 Persons using the sauna, pool, spa and exercise room, use them at their own risk. THERE IS NO ATTENDANT OR LIFEGUARD.

RULE 4.6 The gate to the pool area, the door to the spa and the side door to the cabana must be kept closed and locked at all times.

RULE 4.7 No clothing other than that designed for the purpose of swimsuit wear shall be worn in the pool or spa.

RULE 4.8 Prior to using the pool, spa, or sauna, all persons shall take a cleansing shower with soap, using the cabana showers. This is designed to eliminate any cross contaminations.

RULE 4.9 No person with skin rash, open sore or wound, or having a communicable disease or illness shall use the sauna, spa or pool.

RULE 4.10 Any person not toilet trained, regardless of age, are required to wear an approved swim diaper when entering the pool and/or spa. Disposable diapers are not approved swim diapers and are not permitted.

RULE 4.11 Flotation devices are allowed in the pool only. However, the flotation device must not interfere with the enjoyment of the pool for other users. No flotation device is allowed in the spa. Styrofoam flotation devices are not allowed in the pool or spa as they disintegrate and clog pool filters.

RULE 4.12 No person under the age of six shall be permitted in the spa. No person under the age of 16 shall be at the cabana, pool, spa or game room unless accompanied by a responsible adult 18 years or older.

RULE 4.13 No person wearing wet swimwear shall enter or use the lounge area of the cabana.

RULE 4.14 No street shoes shall be worn in spa or sauna at any time.

RULE 4.15 No furniture or equipment shall be removed from any recreational area.

RULE 4.16 The cabana shall be closed during condo-owners meetings for such a period of time as deemed necessary by the Board of Trustees for the purpose of Association business.

RULE 4.17 Any and all recreational facilities (cabana/spa/pool/sports courts, etc.) shall be closed as required by government directive.

RULE 4.18 A private function reservation application form can be obtained from inside the cabana and submitted in the black mailbox, just inside the entrance to the cabana and filed with $250.00 for cleaning/damage deposit. Such deposit shall be refunded, less any costs incurred. Any costs in excess of the deposit shall be the responsibility of the condo-owner.

RULE 4.19 Applications for reservation must be submitted no less than 14 days in advance, and will be approved on a first come-first served basis.

RULE 4.20 The cabana shall be closed during reserved private functions. Private functions DO NOT include use of spa, sauna, exercise room, game room or pool.

RULE 4.21 No person other than those attending a private function, shall enter or use the cabana during the time reserved. The pool, spa and sauna shall remain open for general use, as well as the shower and rest rooms. General entry during a private function will be through the side cabana gate.

RULE 4.22 After a private function, the condo-owner reserving the cabana shall remove all garbage, litter and debris inside and outside the cabana including the pool and spa areas resulting from their use, and leave the facility and equipment in clean condition.

RULE 4.23 **No alcohol is allowed in any parts or premises of the recreation facilities.**

RULE 4.24 No food shall be taken or used in the sauna, spa, exercise room or game room. No smoking allowed in the cabana or pool/sap/sauna/exercise rooms.

RULE 4.25 No glass container shall be taken into or used in the sauna, spa, exercise room or game room; or in and around the pool.

RULE 4.26 No drinks shall be placed on the pool table or other equipment in the game room. Drinks shall be placed on the shelves provided. No glass containers are allowed in the game room.

RULE 4.27 Persons using the recreational facilities shall not engage in any activity that will abuse or damage the area or equipment. No person shall run, dive or engage in rough action in or around the pool.

RULE 4.28 Any recreational facility may be closed for maintenance at any time.

**Section 5**

**Pea Patch Garden Guidelines at 4th Avenue Village**

**Adopted on: March 23, 2019; Renewed 01.11.2021**

RULE 5.0 The intention of the pea patch area is to allow residents to grow their own foods in an organic setting. The guidelines are to assist gardeners in keeping the garden area free of non-organic materials, promote good gardening techniques and, if willing, share the bounty with other residents.

RULE 5.1 Annual renewal of garden space is required by April 15th of each year with payment of $45/half bed and $90/full bed by completing the application and submitting form and payment in the black ballot mailbox inside the cabana.

RULE 5.2 Condo-owner renting a garden space accepts full responsibility and liability for any injury, accidental or otherwise sustained as a result of garden space use.

RULE 5.3 Forms as well as Guidelines are available on the 4th Avenue Village website. Application forms are also located inside the cabana and may be submitted in the black mailbox.

RULE 5.4 Growing season can be all year round depending on crop, i.e., kale, leeks, etc.

Regardless of whether you are growing/caring for a year round garden or just summer crops, garden must be cleared of summer plants by Oct. 15, each year.

RULE 5.5 No pesticides and/or chemicals to be used in garden beds. Infestations of insects or diseases should be brought to the attention of the person responsible for that bed with recommendations for treatment.

RULE 5.6 Organic methods of gardening are preferred.

Added garden dirt, if needed/wanted, shall be the responsibility of the gardener assigned to that bed. Recommendations for purchase of dirt include Cedar Grove, Northwest Topsoil bulk delivery, otherwise, Home Depot, a garden center or co-op are options for packaged, sanitized soil or other amendments.

RULE 5.7 Weeding shall be responsibility of each gardener. Removing weeds shall be done routinely to avoid weeds going to ﬂower/seed that could contaminate other garden beds.

RULE 5.8 Weeds shall be disposed of in compost dumpster on south side of ﬁeld.

RULE 5.9 Pets are not allowed in the garden area at any time, year round.

RULE 5.10 Watering is not restricted, but if you see other gardeners coming to water their garden please limit your time to thirty minutes. Each individual shall be responsible for reasonable water consumption.

RULE 5.11 Water faucet shall be turned oﬀ and disconnected from faucet when watering is completed, unless another gardener is waiting to water their garden. Hoses shall be coiled in place at garden and faucet to avoid hazard of tripping near swimming pool gate per Health Department regulations.

RULE 5.12 Discuss with your garden neighbors what plants are going to be planted to avoid cross contamination, if necessary.

RULE 5.13 Wild ﬂowers may not be included in garden beds, due to inability to adequately control proliferation of such plants.

RULE 5.14 Vegetables grown in garden beds are the property of the gardener for that bed. If sharing of produce is desired the responsible gardener shall place oﬀered produce on table in garden area with sign stating Free Fresh Vegetables Available. Vegetables not taken shall be removed and taken to compost dumpster.

**Section 6**

**PETS AND ANIMAL CARE**

RULE 6.0 All pets are to be registered with our management company, the resident maintenance staff, or a Board member

RULE 6.1 Evidence of State/County licensure and rabies vaccinations must be presented upon pet registration.

RULE 6.2 All dogs must be on a leash, at all times, while outside their units. Pets using the dog field must be leashed going to and from the field.

RULE 6.3 Dog and cat owners are responsible for cleaning up any debris or litter immediately. Pet waste bags are available at the field for owners using the field with their pets. Fines (starting at $150.00) will be levied to condo owners who do not clean up after their pet.

RULE 6.4 Occupants are responsible for the actions of their pets within and outside their units; loud barking, etc.

RULE 6.5 No animals, livestock or poultry, of any kind shall be raised, bred or kept in any unit or common area, except household pets approved by the Board of Trustees. All pets are subject to the Rules and Regulations of 4th Avenue Village. Any damage caused to the common area is the responsibility of the owner of the pet and the owner of the unit.

**Section 7**

**GARBAGE AND TRASH**

RULE 7.0 Residents shall enclose all garbage in plastic bags.

RULE 7.1 Residents shall break down and flatten all boxes and cartons before placing in the garbage or recycling dumpsters.

RULE 7.2 Nothing other than normal household garbage and trash shall be placed in the dumpsters. If one dumpster is full, garbage must be taken to one of the other dumpsters on site. Do not dispose of furniture, construction debris, stoves, carpet, washers, dryers, water heaters, plumbing fixtures, etc. in or around the dumpsters. These are to be disposed of by the owner/occupant or their contractor, **off site**. Failure to comply with this will result in a $250.00 fine to the owner.

RULE 7.3 No garbage or trash shall be placed or left outside the dumpster. If the dumpster is full, find a different dumpster within the Village. Garbage left outside the dumpster and identified with any unit, will incur a $300.00 fine.

RULE 7.4 Dumpster lids and doors are to be kept closed.

**Section 8**

**INSURANCE**

RULE 8.0 All owners and/or occupants are responsible for insurance coverage on their unit including liability and any personal property owned within their unit.

RULE 8.1 In the event of a loss resulting from a negligent act or omission of an owner or non-owner occupant, the legal owner of the unit is responsible for any deductible amount of such loss charged to 4th Avenue Village Condominium Owner’s Association.

RULE 8.2 All owners will submit a copy of their personal unit insurance to the contracted property management company.

**Section 9**

**PENALTIES, ENFORCEMENT ACTION, SANCTION AND GRIEVANCE**

RULE 9.0 All owners and/or occupants shall state any grievance, complaint or concern to the property management company, in writing, except under circumstances that reasonably require immediate attention.

 Any complaint or concern that cannot be resolved by the property management company, or not resolved to the satisfaction of the complaining party, shall be brought to the attention of the Board of Trustees (Trustees) by written notice, and will be considered at the next scheduled Board Meeting, or during a special meeting, if indicated.

RULE 9.1 Any matter incapable of resolution in the normal course of business, at a regular Board Meeting shall be scheduled for a Sanction Hearing, with a notice sufficient to inform all interested persons of the time and date of the hearing and subject matter to be considered. Notice shall be given not less than 14 days prior to the meeting.

RULE 9.2 Vehicles improperly parked or improperly maintained in the Village in violation of the Rules and Regulations adopted by the Board of Trustees are subject to removal at owner’s risk and expense and/or such other sanction or enforcement action as the Board of Trustees shall decide appropriate action at a sanction hearing.

RULE 9.3 Owners and occupants in violation of the provisions of the Declarations of Condominium for 4th Avenue Village or amendments thereto, the by-laws or the Rules and Regulations adopted by the Board of Trustees unless otherwise noted, shall be subject to the following procedures to enforce compliance:

 a. written warning for first violation

 b. $50.00 fine for second violation

 c. $100.00 fine for third violation

d. such other action or enforcement the board of trustees shall decide at a sanction hearing.

RULE 9.4 Any fine, penalty, charge, or fee imposed shall be paid within five days of notice of imposition of same and if not paid shall be added to all sums due or which may become due and shall be subject to collection procedures provided for collection in such cases.

RULE 9.5 The Board of Trustees shall give written notice of any action or sanction imposed under these provisions and set a hearing date not sooner than 30 days at which time the persons subject to the sanction or fine shall be entitled to appear in person or by agent and show cause.

**Section 10**

**CONDO-OWNERS DUES, FEES, FINES AND ASSESSMENTS**

RULE 10 Condo-owner’s maintenance payments (dues) are due on the first day of each month and are delinquent if not received in the office of the contracted management company on or before the **fifteenth** **(15th)** day of each month. If the **fifteenth (15th)** falls on a holiday or a weekend, the dues mailing must be postmarked by the **fifteenth (15th)**.An automatic late charge of **$75** shall be added to each delinquent payment and shall be included as part of the payment due for that specific month.

RULE 10.1 A notice and billing shall be mailed to each owner/occupant owing any sum of money, including late charges and interest, not fully paid by the tenth day of the month. The property management firm shall send a notice (past due) after one month. Additional late fees including interest, collection costs and fees, etc., may be applied to the billing for all delinquent sums due.

RULE 10.2 Payments received by the property management firm shall be applied in the following order:

1. Fines and sanctions
2. Late charges
3. Interest due on any sum
4. Monthly maintenance fee
5. Special assessment, if any

**End of Section 10**

**4th Avenue Village**

**Owner/Tenant Information Sheet**

**This form to be filled out and returned to the property management company or a Trustee member.**

Unit # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Owner:

 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Numbers:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Emergency Phone Numbers:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Unit Occupants:

Names: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Car Model & License Number:

Vehicle #1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vehicle #2:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vehicle #3:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 I have received a copy of the information packet for 4th Avenue Village and have reviewed the rules and regulations for 4th Avenue Village.

 I have received cabana keys & pool passes: \_\_\_\_Yes \_\_\_\_\_No

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_

Manager\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_

**Resident Application and Agreement for use of 4th Ave Village Cabana**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Unit Number:\_\_\_\_\_\_\_\_\_\_\_**

**Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date Requested:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: From: \_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_**

 **Cabana is available during the hours of 9:AM and 10:00 PM only**

**Purpose of use: (Briefly describe the Event):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

No alcohol is to be served, consumed or brought onto the premises. Failure to comply with this will result in your loss of the Cabana for functions in the future.

I/We understand that the Cabana is to be cleaned immediately following the event. Any damages or cleaning not done will be my/our financial responsibility. The security deposit is subject to forfeiture in its entirety in the event of damages to the premises or non compliance with the agreed Rules and Regulations by myself/ourselves and/or our guests.

A security deposit of $250.00 is required, with the understanding that upon inspection of the premises after the event; the security deposit will be returned less any amount used for cleaning or repairs. If the $250.00 is not sufficient to cover damages, I/We understand are responsible for any and all damages, regardless of the amount.

Further I/We understand that 4th Avenue Village is in no way responsible for any liability or actions due to my/our actions, or the actions of our guests. I/WE hereby waive any liability against 4th Avenue Village.

Signed: (Must be signed by Condo-owner/s only)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inspection completed by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Funds returned:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Any withheld?\_\_\_\_\_\_\_\_\_ Yes \_\_\_\_\_\_\_\_\_\_\_\_\_No

If yes a separate sheet will be issued with a full detailed explanation of the amount and reason.

*\* A Condo-owner must be in good standing to reserve the cabana. Good standing – means all dues, and special assessments are current, including any fines or special charges, levies, etc.*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Changes or Additions to the**

**Limited Common Area**

THIS FORM MUST BE SIGNED AND SUBMITTED TO THE CABANA INSIDE MAILBOX BY THE LEGAL OWNER OF THE UNIT.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: 4th Avenue Village Board of Trustees

I (we), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the owners of Unit \_\_\_\_\_\_ request permission of the 4th Avenue Village Board of Trustees to add, at no expense to the association, to the limited common area adjacent to my/our patio or front door the following.

*“Explanation of what items you would like to add or include in your area. Include drawings or plans if it is more than adding pots or plants to the area, please add the types of plants you want to add, since some with extensive root systems may not be allowed. Be sure what you would like to add does not encroach on the lawns, walkways, or any areas that are normally maintained by the association”.*

I (we) understand the additional item(s) are not to be permanently attached to the building or storage area; and I (we) are responsible for the upkeep and maintenance of the item(s). I (we) understand that anything allowed to be added is my responsibility and if it is damaged or destroyed by any means the association will not accept any responsibility. If I (we) can no longer maintain these item, I (we) will remove them or they will become the property of 4th Avenue Village to be maintained or removed, at its discretion. If I sell my unit, I will either remove the item(s), make the purchaser aware that they are responsible for the maintenance, or the item(s) will become the property of the association to be maintained or removed at its discretion.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_

**This form to be filled out and returned to the Cabana Mail Box.**

**4th Avenue Village Pool Rules**

Acknowledgement of conditions of use of the pool for residents, children and guests.

Our facility provides a pool and spa for the use and enjoyment of our residents and guests. Please understand that there are specific rules that are necessary to be followed for the proper use of these facilities. There are two Washington State Rules that are extremely important to provide adequate protection of the persons using the pool and need to be enforced by all of us. These rules are posted near the pool and spa areas.

 Residents 18 years of age or older are allowed, with no more than 4 guests, at the pool and must accompany their guests while at the pool. No child under 16 years of age is allowed to use the pool or spa unsupervised.

 I have read and agree to the above conditions for use of the pool and spa and recognize my responsibility to ensure persons using the facilities follow the rules. Failure to abide by these rules may result in the loss of use of the facilities.

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature Unit # Date**

**This form to be filled out and returned to the Cabana Mail Box.**

**4th Avenue Village**

**2021 Pea Patch Application**

**New or Renewal (circle one)**

**Pea Patches are numbered 1-10 starting with the east side, near the road.**

**Indicate which pea patch number you desire. Your wish will be approved, subject to availability.**

**You may rent ½ a pea patch. Please indicate which end you desire (upper/north or lower/south).**

**Pea Patch season begins April 15, 2021 and runs until April 14, 2022**

**Cost is $45 for half and $90 for a full garden. Water is included. Ground/Soil amendments are at cost of renter.**

**Please deposit payment and application in the black mailbox inside the cabana.**

**You will be notified of your approval and location.**

**HAPPY GARDENING~**

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and Unit #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Best contact phone number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Pea Patch desired\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Amount paid\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cash or check\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**