

WESTCLIFF CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

ADOPTED BY BOARD OF DIRECTORS ON: March 19, 2018

ADOPTED BY THE MEMBERSHIP AT A SPECIAL MEETING ON: May 21, 2018

REVISED BY THE MEMBERSHIP AT THE ANNUAL MEETING ON: February 12, 2019

REVISED BY THE MEMBERSHIP AT A SPECIAL MEETING ON: May 28, 2019

PURPOSE: The Westcliff Condominium Association is a Home Owners Association (HOA) and is governed by three documents. They are:

- 1- **Deed** - Defines the perimeter ownership of the common area and the individual units.
- 2- **Bylaws** – Defines how the corporation is governed.
- 3- **Rules and Regulations** – Allows the Board of Directors of the Homeowners Association (HOA) to give some clarity and understanding to the **Bylaws** or the **Deed** without changing the intent of these documents.

The following RULES AND REGULATIONS are provided for your benefit, and each Westcliff resident, whether owner or renter, is expected to abide by them. If the owner or renter does not follow these rules, the unit owner will be fined according to the fee schedule listed under **Section F** called **FINING FEE SCHEDULE**.

A - OCCUPANCY

- 1- Units at Westcliff are single-family, private residences.
- 2- All new residents are required to notify the onsite manager or the HOA Board of Directors immediately upon moving into Westcliff. A key to the unit must be provided to the onsite manager for fire, emergency and safety inspection purposes. If the onsite manager does not possess a key and must enter the premises, then a locksmith will be hired and the cost of unlocking the door plus a handling fee will be charged to the owner. (Revised May 28, 2019)
- 3- Owners are held responsible for the behavior of their tenant(s).
- 4- Homeowners may not lease a unit for less than one year. Subleasing, utilization of the unit as Bed and Breakfast, Air B&B or similar service is prohibited. If a homeowner leases a unit a copy of the lease must be given to onsite manager. A renter is defined as a non-family member using the unit. The onsite manager must be informed that the unit is being used by a family member or is being rented. Some financial institutions request knowledge of the ratio between renters and owners in an HOA before granting a mortgage, therefore, the onsite manager must be aware of which units are owner occupied or rented.
- 5- Homeowners insurance per Bylaws Section 10.3e is required for all owners and renters. A copy of the policy must be on file with the onsite manager. The Homeowner is liable for damages to other units or common areas if the damaging agent (e.g. water or fire, etc.) originate in their unit. If there is damage caused to another unit or a common area and the damaging party does not address the problem within 10 days, plus giving the effected parties a completion date, then the HOA will have the repairs performed, and bill the cost of the repairs, plus an additional handling fee to the damaging owner's account. In the even the damaging agent (e.g., water or fire, etc.) originates in a common area the HOA will be responsible only for sheet rock damage. The Homeowner insurance required in the Bylaws will cover any other damage to personal property such as rugs, wood floors and personal items. In the even the damage originated in the HOA common area the HOA will pay a maximum of \$1000 towards the unit owner's or renter's insurance deductible. (Revised May 28, 2019)

- 6- Maintenance fees are paid on the first day of each month and are determined by the Board of Directors. A Grace period, late fees and possible interest charges are also determined by the Board of Directors.
- 7- Special assessments (when required) will be paid on the date determined by the Board of Directors. An example of a special assessment might be emergency repairs that exceed the budget.
- 8- Smoke alarms are part of the fire prevention system. Once a year this system is checked in each unit. Removal of any part of this system is prohibited. The onsite manager will notify each unit owner when an inspection will take place. Upon inspection, if a smoke alarm has been removed or tampered with, the owner will be billed for replacement cost. If the alarm inspector must make additional trips due to the inability to enter the unit, the unit owner will be billed for each of the additional trips. **See Section E – FEE SCHEDULE.**
- 9- An emergency telephone and email address for each unit owner must be given to the onsite manager. Contact the onsite manager for the form.
- 10- Each unit is authorized to have one storage unit. The HOA is not responsible for any damages to contents placed in these units. See the onsite manager if you have not been assigned a storage unit. If a second storage unit is required there will be a monthly fee as determined by the HOA Board of Directors. **See Section E – FEE SCHEDULE**
- 11- Bike racks have been installed in the first floor stairwells for owner and renter convenience. The HOA is not responsible for loss or damage to any bikes stored in the racks. These racks are to be used only for non-motorized bikes.

B - COMMON AREAS

1-PATIOS OR BALCONIES – The patio or balcony area of each unit, although in most cases, is used for the exclusive use of the unit owner; it is part of the exterior of the building and must be kept visually consistent throughout the complex. Therefore, no physical changes can be made to the balcony. This includes adding or changing exterior lighting. These areas are used for normal patio furniture and are not storage areas for appliances, indoor furniture, bikes, kayaks or other sporting equipment etc. Gas or charcoal grill usage in these areas is prohibited by the Knox County Fire Marshal. Outside curtains, dividing walls and items hung on the railings are prohibited. The following are two exceptions to the railing rule:

- a- On a National sanctioned holiday, one week before and one week after, holiday lights can be temporarily installed on the railings by plastic ties.
- b- On National holidays the American Flag can be attached to the railings using plastic ties.

2- DRIVEWAY/PARKING AREA

- a- Vehicles must have current registration and be in provable driving condition. Long term vehicle storage even in a designated numbered unit space is not allowed. Temporary storage must be approved by the Board. (Revised February 12, 2019)
- b- No boats, trailers, RV's or construction equipment vehicles may be parked overnight or stored in the parking area. The onsite manager can make an exception to this rule on a daily basis when deemed impractical.
- c- Numbered spaces are for residents of that unit. If a resident complains that someone is parked in their spot the vehicle will be towed at the owner's expense.
- d- Vehicle maintenance must be done off-site.
- e- Yellow-striped areas are "No Parking" zones.
- f- Unit owners are responsible for telling guests where they can park.
- g- All unit owners, renters or guests must obey posted speed limit and directional signage.
- h- The Driveway/Parking lot is a Common Area owned by all the residents. Failure to abide by the Rules of this section will cause your vehicle to be towed at the expense of the vehicle owner. (Added February 12, 2019)

3- SWIMMING POOL

- a-Swimming pool is for the residents and their guests only. Resident must be present with the guest. Children under 16 must be accompanied by an adult. If a child does not appear to be 16 the onsite manager or a board director can request proof of age.
- b-No running, diving or horseplay or public intoxication.
- c- No glass or alcohol. Always use ashtrays and trash cans, and close umbrellas after use. The pool is closed during inclement weather. Pool hours are from 9am to 9pm.
- d-Gates are to be closed and locked at all times.
- e-Each unit is provided with a single key to the pool. The unit owner is responsible for obtaining the key from renters or may be responsible for paying the cost of rekeying the lock and supplying all unit owners with new keys.

C - TRASH POLICY

- a- All garbage must be placed in sturdy plastic bags, securely tied and fastened prior to placing in the garbage chute. All other items must be hand carried to the dumpster.
- b- Contaminated materials and medical refuse are not permitted in garbage collection. These must be handled by an independent collection company contracted by the unit owner.

D - PET POLICY

Westcliff Condominiums is a pet-free building association. All unit owners considering renting a unit must inform renters of this policy. The unit owners cannot approve Service or Emotional Support Animals. The HOA has a process for approval of Service or Emotional Support Animals through the Board of Directors. The onsite manager can provide any potential unit owner or renter the HOA Service or Emotional Support Animal Application booklet. Please note, online sites for registering an animal as a Service or Emotional Support Animal are not typically considered valid. All forms must be completed, submitted, reviewed and approved by the HOA Board before a unit is rented or a Service or Emotional Support Animal can be brought into the building. The onsite manager can provide the latest revision of this booklet.

E - FEE SCHEDULE

The fee schedule, obtainable from the onsite manager, applies to all applicable items in Sections A, B, C and D above and will be determined by a majority of the Board of Directors and will be billed to the unit owner.

F - CLARIFICATION OF BYLAWS

1- SECTION 6.2 OF THE BYLAWS- state the term of office for a director is for two years and may serve two consecutive terms at a time. In the event a director can no longer serve, the HOA Board of Directors shall appoint a replacement. The time that the appointed director serves as a replacement director shall not be counted against the appointed director but rather against the director who has been replaced.