

## **WILDBERRY CONDOMINIUM ASSOCIATION**

### **HOUSE RULES**

The following House Rules have been developed to ensure harmonious living within Wildberry Condominiums. All present and future owners, tenants and occupants of any home within Wildberry Condominiums are subject to these rules. Any person who purchases, leases, rents or occupies any unit thereby agrees to abide by the covenants, conditions and restrictions as set forth in the Declarations, Bylaws and these House Rules.

#### **RESIDENCE AND USE RESTRICTIONS**

All residences shall be used exclusively for single family residential purposes except for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage, provided that there exists no external evidence thereof.

A unit owner may lease their unit, but such lease arrangement must be in writing, must be for a term of more than six (6) months, must comply with the terms of the Association governing documents, must not be for transient or hotel purposes, must provide that the failure to comply in all respects with the Association governing documents shall be a default under the terms of the lease.

#### **PARKING**

Vehicles, including campers, boats, RV's, snow machines, and the like, may not be parked on the access drives or on other common elements.

Unit Owners or tenants of Unit Owners may not park in the guest parking spaces, and no vehicle shall remain for more than 24 hours in a guest parking space.

There shall be no automotive repair conducted in the open anywhere on the Property.

No wrecked, inoperative, vandalized, or otherwise derelict appearing automobiles shall be kept, placed, stored or maintained any where within the community except within a unit garage.

Commercial vehicles and equipment may not be parked or stored on the Property.

#### **NUISANCES**

No nuisances shall be allowed on the Condominium Project, nor shall any use be made or practice be maintained by any Unit Owner or tenant of a Unit Owner that shall interfere with the quiet enjoyment of the Property by other Unit Owners and residents.

The Executive Board, after Hearing and Comment, may further refine the definition of "nuisance" in the rules of the Association.

The Association will strictly enforce Municipal Quiet Hours, 10:00 PM - 7:00 am Sun - Thurs, and 11:00 PM - 7:00 AM Fri - Sat.

## **PETS**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit, except domestic dogs, cats, fish and birds, provided that they are not kept, bred, or maintained for commercial purposes.

Total number of allowable pets is four, no more than three of which shall be dogs or cats.

Dogs and cats must be kept within the Unit except that they may be taken out of the Unit on a leash held by a person capable of controlling the animal. Should any dog or cat be found outside other than on a leash, the animal may be removed from the Property.

Any Unit Owner with a pet visiting or residing on the Property shall be liable to all other Unit Owners for any damage.

Pets shall be walked off Association grounds to minimize lawn damage. Pets shall be cleaned up after immediately.

## **EXTERIOR**

There shall be no exterior storage of any items, including trash cans. Trash should be set out no sooner than the evening before pick-up day, and trash containers shall be put away no later than the evening of pick-up day.

No exterior modifications, changes, additions, etc may be completed without prior review by the Board of Directors. This process takes a ***minimum*** of ten (10) days (Declaration allows for thirty (30) days). Homeowners will be responsible for all costs incurred to correct any unapproved modification, change, addition, etc.

All yards are to be properly maintained by the Unit Owners.

Flower pots, flower boxes, etc displayed from any ledge must be securely fastened to avoid falling. Dead or dying plants should be removed out of sight immediately.

No signs of any kind shall be displayed to the public except one sign of not more than five (5) square feet advertising a unit for sale or rent. Yard signs are not permitted. Brochure holders shall not be attached to any building.

Decks and balconies shall be maintained in a clean and orderly fashion. No storage of any kind is allowed on decks.

Proper window coverings must be used (no blankets, sheets, flags, etc).

Screen/storm doors must be approved by the Board of Directors prior to installation.

Fences shall not be constructed within the front setback of a Unit. Fences behind the Front setback must be of wood and may not exceed six (6) feet in height. Use of a surveyor to locate property, corner markets is strongly encouraged.

Houses may be painted or stained but the colors are limited to earth tones and pastels. Trim colors may be of a slightly darker contrasting color. All colors must be approved by the Board. Both sides of a duplex structure must be painted the same color.

## **PREVENTATIVE & EMERGENCY**

Any person authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a unit or the common areas.

In cases of emergencies, no request or notice is required for entry and such right of entry shall be immediate, whether or not the unit owner is present at the time.

## **VIOLATIONS**

The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary, with the right to amend the same from time to time, and to impose reasonable fines for infractions of all rules and regulations.

On April 6, 2004, the Board of Directors adopted the following schedule of fines for violations: First violation \$25.00; second violation \$50.00; third violation \$100. If the violation continues, the Board of Directors may seek injunctive relief by legal action, the cost of which will be billed back to the unit owner involved.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.

When an infraction of the covenants and/or house rules occur, the homeowner will be notified first verbally or in writing, depending on the infraction, requesting correction of said infraction.

If the infraction is not corrected, the homeowner will receive a written notice of intent to fine, along with the necessary information for the homeowner to request a hearing before the Board for comment.

For a complete outline of the Notice and Comment, Notice and Hearing, and Appeal Process, please refer to Article XXII, Sections 22.1, 22.2, 22.3 of the Declaration (Page 30).