

Yarmouth Way Condominiums Rules & Regulations

Section 4.3 Right to Adopt Rules Regulating Units and Common Elements of the Yarmouth Way Condominiums Declaration (“Declaration”) gives the Executive Board the right to adopt rules, regulations, policies, and procedures (“Rules & Regulations”) governing or restricting the use of the Units, Limited Common Elements, and the General Common Elements of the Yarmouth Way Homeowners Association, Inc. (“Association”). Refer to *Article 2 Definitions* of the Declaration for any undefined terms herein.

The Association Rules & Regulations can be amended from time to time with an Executive Board majority vote. Notice of amended Association Rules & Regulations will be provided per Section 22.2 Notice of the Declaration (“Notice”). The amended Association Rules & Regulations are effective on the third business day after Notice has been deposited in the U.S. mail.

I. **PARKING POLICY**

a. **General**

- i. This Parking Policy (“Policy”) applies to all General Common Elements (GCE) parking spaces within Lot 15.
- ii. Vehicles parked in Lot 15 must be in compliance with the Architectural and Landscape Design Guidelines of the Association, including, but not limited to the following sections: 5.7 Commercial Vehicles / Trailers; 5.15 Inoperable Vehicles; 5.18 Motor Vehicles / Recreational Vehicles; and 5.35 Vehicles.

b. **Parking Permits**

- i. Each Unit will be provided with two (2) Yarmouth Way parking permits marked with the Unit number.
- ii. Any vehicle parked in a GCE parking space must have a permit properly displayed with printed side up and clearly visible behind the rear-view mirror or on the dashboard.
- iii. Owners are responsible for providing a copy of the Policy to anyone living in the Unit and distributing the two permits per the Policy.
- iv. Any user of a permit is responsible for reading and understanding the Policy.
- v. Permits are transferrable by Unit Owners to vehicles of tenants, neighbors, friends, family, guests, etc., who may then park in a Lot 15 parking space.
- vi. GCE parking spaces are available to users with permits on a “first come, first served” basis.
- vii. Replacement permits cost \$25.00. After a replacement has been issued, lost permits that are found must be returned to the Association or destroyed. If a permit is no longer usable due to normal wear and tear, the Owner may exchange the permit for a new permit at no cost.
- viii. Use of a fake parking permit will result in revocation of all parking permits for a Unit for one (1) year.

c. **Violations**

- i. No Parking Permit Displayed or Unit Number not Visible -- Vehicles without permits properly displayed that are parked in a Lot 15 parking space for more than 1 hour are in violation.
- ii. Expired Registration Tags – Vehicles whose license plate registration tags are expired more than 1 month are in violation. *Example: A tag dated January 2017 would be in violation beginning March 1, 2017.*
- iii. Over 24-Hours’ Notice of Violation without Remediation - Remaining parked after 24 hours from violation notice becomes an additional violation.

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- iv. Use of More Than Two (2) Parking Permits per Unit – If more than two vehicles parked in Lot 15 are displaying a parking permit numbered for the same Unit, all vehicles displaying that Unit's numbered parking permits will receive a violation. Each Unit is only allowed two parking permits.

d. Notification of Violation and Reporting a Violation

- i. Any Owner can place notification of a violation on a vehicle and report a violation.
- ii. Blank Policy violation warning notices are posted on the property manager website for printing. Warning notice must have time and date of violation written on them by the Owner placing the warning.
- iii. A photo or photos must be taken showing the vehicle's license plate; the warning notice taped to the windshield; and evidence of the violation.
 - 1. Example: For parking permit violations, a photo must demonstrate the lack of a properly displayed parking permit.
- iv. Photo(s) must be submitted by email to the property manager.
 - 1. The email time / date stamp of the submission will be the 24-hour "clock" start for the violation.
 - 2. Photo evidence will be retained by property manager.
- v. The property manager will use the evidence to determine whether a violation has occurred, and if so, track the violation by vehicle license plate and vehicle description in an online document that is accessible to the Executive Board.

e. Policy Enforcement

- i. Policy violators will get a warning notice taped to the vehicle windshield after a first violation and will get a final warning notice taped to the vehicle windshield after a second violation.
- ii. Policy violators have 24 hours to move their vehicles out of Lot 15 once a warning or final warning notice of violation is taped to vehicle windshield. Remaining parked after 24 hours from notice becomes an additional violation.
- iii. Policy violators will be towed by the Association's contracted towing company upon a third violation and any additional violation in the future.
- iv. Only the Association Executive Board members can call in a towing request after checking the log for three or more documented violations.

f. Towing Without Warning Notice

- i. Vehicles may be towed immediately without warning notice if:
 - 1. Parked in a no parking zone.
 - 2. Displaying a revoked parking permit.
 - 3. Blocking Lot 15 garage entrances or driveways without permission from Unit Owner(s).
 - 4. Impeding access to or blocking a sidewalk.
 - 5. Impeding the flow of traffic.
 - 6. Constituting a safety hazard.
 - 7. Parked on landscaping.

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II. COMMON ELEMENT LANDSCAPING & IRRIGATION MAINTENANCE RESPONSIBILITY POLICY

a. General

- i. Landscaping and irrigation within Lot 15 must be in compliance with the Association Documents. This Common Element Landscaping & Irrigation Maintenance Responsibility Policy (“Policy”) clarifies the Association and Owner responsibilities for maintaining landscaping and irrigation for the General Common Elements (GCE) and the Limited Common Elements (LCE) within Lot 15.
- ii. To specifically identify GCE and LCE areas, refer to the plat maps posted on the Association HOA management company website.
- iii. The Master Declaration of the 16th Street Owners Master Association governs the maintenance of Common Areas adjacent to Lot 15, including the landscaping and irrigation of Outlet C (known as the pocket park between Solar Row, Yarmouth Way Unit 19, 17th St., and the Lot 15 alley); Outlet D (known as the retention pond at the corner of Yarmouth Ave. & 17th St.); and the strips of lawn between the sidewalks and the street curbs. Costs for maintenance of these Common Areas are included in the annual Master Association Budget and Assessments.
- iv. Regardless of maintenance responsibility, Owners are expected to report issues with landscaping and irrigation for GCE, LCE, and Master Association areas to the Association HOA management company. In the event of an urgent issue (such as an irrigation leak) that is related to one or more LCE areas, the Association HOA management company may decide to engage a contractor authorized by the Executive Board to perform services to mitigate or repair the issue without first contacting affected Unit Owners. Costs will be paid by the Association then billed back to Unit Owners per Sections 2 (c) and/or 2 (d).
- v. Within this Policy, the singular terms “Unit Owner” or “Owner” refer to all Owners of record of an individual Unit.

b. GCE Maintenance Responsibility

- i. Landscaping and irrigation located in the GCE areas are the maintenance responsibility of the Association, which includes the vendor/contractor authorization and paying the costs for maintenance, repairs, replacement, and improvement.
 1. Damage Exception - In the event of damage caused by an Owner or an Owner’s Permitted User, the Owner is responsible to reimburse the Association for the actual costs of repair or replacement materials and services by contractors authorized by the Executive Board. Reimbursement of actual costs must occur within 60 days of the Owner’s notification by the Association HOA management company of the total amount due, which will include copies of any related contractor invoice(s).

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c. LCE Maintenance Responsibility - Detached Unit District

- i. Addresses (Units) within the Detached Unit District are: 4612 16th St. (Unit 12), 4614 16th St. (Unit 13), 4616 16th St. (Unit 14), 4618 16th St. (Unit 15), 4620 16th St. (Unit 16), 4622 16th St., 4628 16th St. (Unit 23), and 4609 17th St (Unit 17).
- ii. Landscaping and irrigation located in the Unit LCE areas within the Detached Unit District are the maintenance responsibility of the Unit Owner, which includes vendor/contractor authorization and paying the costs for maintenance, repairs, replacement, improvement, and utilities.
- iii. For reasons of timeliness, consistency, and cost effectiveness, the Executive Board may authorize a contractor to perform the following maintenance services and include the costs in the Association's annual GCE budget:
 1. Maintain the Unit LCE lawns, including, but not limited to, mowing, fertilization, aeration, and weed treatment.
 2. Turn on the Unit LCE irrigation system in the spring, then blow out and shut off the irrigation system in the fall.

Although a Unit Owner may choose to opt out of any services by notifying the Association HOA management company in writing, the Unit Owner will not be entitled to a reduced monthly Assessment.

d. LCE Maintenance Responsibility - Attached Unit District

- i. Addresses (Units) within the Attached Unit District, by building, are:
 1. 1609 Yarmouth Ave. (Unit 6), 1617 Yarmouth Ave. (Unit 5), 1625 Yarmouth Ave. (Unit 4), 1633 Yarmouth Ave. (Unit 3), 1641 Yarmouth Ave. (Unit 2), and 1649 Yarmouth Ave. (Unit 1).
 2. 4602 16th St. (Unit 7), 4604 16th St. (Unit 8), 4606 16th St. (Unit 9), 4608 16th St. (Unit 10), and 4610 16th St. (Unit 11).
 3. 4624 16th St. (Unit 21) and 4626 16th St. (Unit 22).
 4. 4630 16th St. (Unit 24) and 4632 16th St. (Unit 25).
 5. 4617 17th St. (Unit 18) and 4625 17th St (Unit 19).
- ii. Landscaping and irrigation located in the Unit LCE areas within the Attached Unit District are the maintenance responsibility of the Unit Owner, which includes vendor/contractor authorization and paying the costs for maintenance, repairs, replacement, and improvement, **UNLESS** the affected landscaping elements and/or irrigation system are shared by two or more Units, in which case the following applies:
 1. Irrigation water costs are paid by the Association then billed back to Unit Owners by Unit area within the building.
 2. If shared landscaping elements or irrigation systems require maintenance services beyond that which is authorized by the Executive Board per Section II (d) (iii) below, the costs for the related materials and services will be shared by the affected Unit Owners by Unit area within the building, provided that at least 80% of the affected Unit Owners have authorized both the vendor(s)/contractor(s), if any, and the total cost estimate.

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3. If shared landscaping elements or irrigation systems require repair, replacement, and/or improvement, the costs for the related materials and services will be shared by the affected Unit Owners by Unit area within the building, provided that at least 80% of the affected Unit Owners have authorized both the vendor(s)/contractor(s), if any, and the total cost estimate. Any excess irrigation water costs incurred will be paid by the Association then billed back to the affected Unit Owners by Unit area within the building.
 - a. Damage Exception - If repair or replacement of shared landscaping elements or irrigation systems is required as a result of damage caused by an Owner or an Owner's Permitted User, within 60 days of the damage incident the Owner is responsible to schedule vendor(s)/contractor(s) that have been authorized by at least 80% of the affected Unit Owners to perform the repair or replacement services, and to pay for the actual costs of the repair or replacement materials and services. In addition, if the damage is to an irrigation system, the Owner will be billed back by the Association the irrigation water costs incurred that are in excess of what is typical for that month.
- iii. For reasons of timeliness, consistency, and cost effectiveness, the Executive Board may authorize a contractor to perform the following maintenance services and include the costs in the Association's annual GCE budget:
 1. Maintain the Unit LCE lawns, including, but not limited to, mowing, fertilization, aeration, and weed treatment.
 2. Turn on the Unit LCE irrigation system in the spring, then blow out and shut off the irrigation system in the fall.

Although a Unit Owner may choose to opt out of any services by notifying the Association HOA management company in writing, the Unit Owner will not be entitled to a reduced monthly Assessment.