

**DONALA CLUB VILLAS HOMEOWNERS ASSOCIATION (DCVHOA)
RULES AND REGULATIONS**

December 15, 2020

**THESE RULES AND REGULATIONS SUPERSEDE ANY AND ALL FORMER
DCVHOA QUICK GUIDES TO EASY LIVING AND DCVHOA RULES AND
REGULATIONS.**

TABLE OF CONTENTS	PAGE
General Information.....	3
Monthly Assessments (Dues).....	4
Annual Meetings.....	4
Board of Directors Meetings.....	4
Insurance.....	5
Trash Pickup.....	6
Snow Removal.....	6
Common Area.....	6
Definition.....	6
Common Area Restrictions.....	6
Water Leaks Notification.....	7
Modification Note.....	7
Roof Access Prohibition.....	7
Common Area Liability.....	7
Common Area Damage.....	7
Item Not in Use Restriction.....	7
Maintenance.....	8
Association Responsibilities.....	8
Owner Responsibilities.....	8
Exterior Work.....	9
Other Rules & Regulations.....	10
Loud Noises.....	10
Garbage Disposal.....	10
Townhome Housekeeping.....	10
Animals.....	10
Vehicle Parking.....	11
Garage Doors.....	12
Security Lights.....	12
Noxious or Offensive Activity.....	13
Leases.....	13
Tricycles, Scooters, Skate Boarding & Roller Blading.....	13

Planting Trees, Shrubs & Flowers.....	13
Reserve Studies Policy.....	13
Association Records.....	13
Rules & Regulations Changes.....	13
Enforcement Procedures.....	13
First Notice.....	14
Second Notice.....	14
Hearing.....	14
Fines.....	14
Agent/Tenant Responsibilities.....	14
Assessments.....	15
Assessments.....	15
Side Garden Policy.....	15
Background.....	15
Definition.....	15
Issue.....	15
Policy.....	15
Sale of Unit.....	15
Actions Requiring Board Approval.....	16

NOTE: All homeowners will be provided with an electronic version of these Rules and Regulations. The Association gives permission for all homeowners to produce their own printed copies.

Revised/Updated copies will be provided with the Annual Meeting information. Selling owners are responsible for maintaining a current copy and providing to representing agents in any capacity, including maintenance, home improvements, and real estate transactions.

GENERAL INFORMATION

The Declaration of Covenants, Conditions and Regulations (CC&R's) dated September 17, 1975 particularly Article IX thereof, apply to Donala Club Villas Townhouses and to their Owners and Occupants.

The following Rules and Regulations are an extension of those detailed in the CC&R's. In case of conflict between this document and the CC&R's, the CC&R's govern. These Rules and Regulations do not take the place of the CC&R's or the Donala Club Villa By-laws. Should you have any further questions, you may contact any member of the Donala Club Villas Townhouses HOA (DCVHOA) Board of Directors.

The term "Association" herein refers to the DCVHOA. The term "owners" above includes, where appropriate, their tenants, guests, employees, and families using their units or the common area. The term "board" refers to Board of Directors.

When buyers sign the closing documents and take ownership of their townhome units, they agree to abide by, (and advise their family members, guests, and tenants), the same provisions of the governing documents. Therefore, owners and tenants of all units are expected to read, understand, and comply with the CC&R's, DCVHOA Bylaws and these Rules and Regulations.

Copies of the CC&Rs, Articles of Incorporation, and DCVHOA Bylaws and requests for unit HOA dues status submitted by title companies and real estate companies will be prepared and provided upon authorized verbal or written request. A fee of \$150 will be charged for each such request.

Please be reminded that this document highlights many of the common issues but is by no means exhaustive. For clarification, fuller explanation, and additional information, refer to the CC&R's, Colorado Common Interest Ownership Act (CCIOA) as amended, and the DCVHOA Bylaws.

HOMEOWNER INFORMATION

Soliciting is strictly forbidden. Please notify a member of the Board of Directors if a solicitor appears.

1. **Monthly Assessment (Dues).** The monthly dues (currently \$280.00) are payable on the first of each month to Donala Club Villas HOA. There are two methods for paying HOA dues:

- a. Sending a check to the associations address:

Donala Club Villas HOA
14444 Club Villa
Colorado Springs, CO 80921

- b. Bank-to-Bank direct payment: Contact DCVHOA Treasurer for Account and Routing Numbers

If option b is used, either contact your bank or fill out the information via your bank's website. The association's Account and Routing Number will be required. Also, remember to complete the memo and / or account number fields with your name and/or address and unit number.

Dues not received or postmarked by the 15th of the month are considered late and may be assessed a \$25 late charge. The late charge may be assessed each week thereafter, i.e. on the 16th, a \$25 late fee is charged. If dues and the late fee is not paid, an additional \$25 may be added each week thereafter.

- a. Townhome units where dues are 180 or more days in arrears are subject to liens, an additional one-time service charge of 5% of the outstanding balance and a finance charge of 12% per annum retroactive to the original date of delinquency.
2. **Annual Meetings.** The Annual Homeowners Association Meeting is normally held during September to accommodate residents who leave the area during the winter months. The place and time for the next annual meeting will be determined by the Board. The membership will be notified by email. The annual meeting reviews the past year of the association status as well as election of officers. Board members are elected for three-year terms. If you cannot attend, a proxy ballot will be provided.
 3. **Board of Directors Meetings.** The DCVHOA is a non-profit corporation which is managed by its Board of Directors. The elected, all-volunteer Board meets on a regular basis to conduct the business of the DCVHOA. The Board's interpretations

of the governing documents and determinations regarding maintenance, repair, enforcement, and violations are final, conclusive, and binding upon all owners. The Board meets on a date, time and place as determined by the current Board members. The exact time and location of the next meeting will be announced by email. All homeowners wishing to bring anything before the board may do so at the point referenced in the meeting's Agenda. The Board will take into consideration all input from homeowners received during this point in the meeting. Conversation is closed for owner participation and input after the designated agenda period.

4. **Insurance.** The Association carries an Insurance Policy designed to cover the replacement costs of the buildings and structures. The HOA is responsible for repair of building and structures from existing capital resources. If capital resources are not available, funds shall be raised via a special assessment of all homeowners or by a loss assessment of affected homeowners. Homeowners are encouraged to contact their individual insurance companies concerning loss assessment coverage (H06). Buildings and structures are defined as exterior roofs and walls of the living space, garage and outside balconies, along with unaltered atriums. Each homeowner is responsible for the maintenance and repair of an atrium that has been covered or any other owner modification. Doors and windows are the responsibility of the individual owners. Individual homeowners are responsible for patios.

Functioning smoke detectors and carbon monoxide detectors are required in compliance with Building Code.

The Association's Policy does not cover individual workmen hired by an Owner for any reason.

In accordance with Colorado Senate Bill 89 (SB89), a unit owner should work with the Board for any claims rather than contacting the Associations' Insurance provider directly. The reason for this is that the Association insurance policy has a deductible (that may change from time to time) and therefore small claims may not be covered by the Policy, but each claim will affect the premium. SB89 allows unit owners to file a claim directly against the association's insurance BUT only if three conditions are met:

- (1) The owner contacts the board;
- (2) The owner gives the association 15 days to respond or the insurance agent "reasonable opportunity to inspect the damage"; and
- (3) The subject matter of the claim falls within the association's insurance responsibilities. SB89 also states "The association's insurer, when determining premiums to be charged to the association, shall not take into account any request by a unit owner for a clarification of coverage.

All interior elements such as paint, wallpaper, wall-to-wall carpeting and built-ins such as cabinetry, countertops, trim work, fireplaces and plumbing fixtures and all appliances such as a furnace, garbage disposal, dishwasher, range, refrigerator, washer and dryer are the responsibility of each individual owner. Pursuant to the CC&R's, the individual homeowner is responsible for repairs, replacement and maintenance of the interior of his/her unit. This shall include, but not be limited to, the repair of any damage resulting from window leaks, or the intrusion of water through the foundation. However, interior damage that is deemed a "covered loss" under the Association's insurance policy shall be repaired by the Association to the extent that it receives insurance proceeds. As a generality, normal wear and tear to exterior items including chimneys, garage doors/garage door seals, exterior stucco, exterior paint, gates, balcony railings, and exterior lighting is not covered by insurance.

5. **Trash Pickup.** Trash will normally be picked up every Tuesday except weeks with Holidays, when trash will be picked up on the following day. Put trash containers or trash bags in front of garage. Residents are responsible to ensure that no trash of any kind will be left on any common area. Trash cans should be put away in a reasonable timeframe on day of pick up. If owners would like recycling service, please contact the board treasurer for fees and payment schedule.
6. **Snow Removal.** Snow removal will normally commence after the accumulations of either 3" of snow under normal snowfall conditions or 4" of snow drifts in case of blowing snow. In case of unusual times of snowfall, continuing snowfall, or extreme amounts of snowfall, the snow removal operation may be adjusted accordingly. All roads, driveways and entrance sidewalks will normally be cleared, but may be adjusted according to snow accumulations. A designated Board member will call for snow removal. The use of chemical/corrosive substances for the melting of snow and/or ice on unit sidewalks, driveways, or entrances is prohibited with the exception of those substances deemed safe for said surfaces. Use of sand and/or small gravel is permitted. The homeowner is responsible for snow and ice removal when accumulation of less than 3" is experienced.

COMMON AREA

1. **Definition.** The Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
2. **Common Area Restrictions.** All common areas (i.e. sidewalks, driveways and entrances) shall not be obstructed or used by any resident for any other purpose than ingress to and egress from units. No article shall be placed in any of the common area except for those articles of property of the Association. Residents and guests are

not permitted to climb or walk on roofs, fences, or retaining walls. Owners are responsible for any damage to any property (e.g. the landscaped areas and sprinkler apparatus) due to their own actions, or actions on the part of their family members, guests, or pets. Damage shall be repaired by the Association at the expense of the Owner. Pet excrement must be picked up by the owner immediately and fines of up to \$100 per instance will be issued to owners failing to clean up after their pets or the pets of their guests. All pets in common areas must be kept on leash or under owner control while in common areas.

3. **Water Leaks Notification.** A member of the Board must be notified immediately of any leakage of water from the outside of the unit. It is the owner's responsibility to report the problem even if the unit is empty or occupied by someone else. Failure to immediately notify the Board releases the Association from responsibility for any damage.
4. **Modifications.** Any modifications that were not part of the original construction are the responsibility of the owner, and any work done must not cause damage to the buildings and structures or common areas for which the Association is responsible. All modifications must be approved by the Board in advance of work being performed, and any modifications void the HOA's responsibility for maintenance or repair. This includes structural and landscaping modifications.
5. **Roof Access Prohibition.** No one except Board members and vendors hired by the Board are to go onto the roof, including the garage roofs that are currently accessible from upstairs rooms, without a Board member being present. This includes any workmen hired by unit owners. Residents may use or walk on the balconies over garages if an approved ½" rubber mat has been installed to prevent damage to the roof surface.
6. **Common Area Liability.** The Association assumes no liability for, nor shall it be liable for, loss or damage to articles stored in any common area. All articles stored in common areas must follow bylaws, CCRs, Rules and Regulations or by special approval of the Board. This includes plants, decorations, lighting, vehicles or any other items that can be visually observed from other points in the common area.
7. **Common Area Damage.** Any damage to the common area or associations members' personal property caused by a unit owner, resident, the owner's or resident's dependents, tenants or guest(s) shall be repaired at the expense of that unit owner.
8. **Items Not in Use Restriction.** Recreational items shall not be left on the sidewalks, in the streets, or grass common areas when not in use. The intent is safety and to preserve the appearance of the community for all to enjoy.

9. **Pond.** No pond activities are permitted. "Activities" include, but are not limited to, swimming, skating, fishing, boating, and feeding wildlife.
10. **Exterior Lighting.** Exterior light fixture changes or the addition of light sources visible from the common areas can be added or modified only with a change request approved by the Board except for special occasion and holiday lighting, which should be limited to a modest amount of light output to limit cultural lighting intruding into the surrounding townhomes. Special occasion or holiday lighting should be turned off after 10:00 p.m. Like sound, light protruding into neighboring homes can be disruptive.

MAINTENANCE

1. **Association Responsibilities.** Except as otherwise provided in the governing documents or these Rules and Regulations, the Association shall be responsible for the maintenance, repair, and replacement of the common areas including snow removal and landscape care; the improvement, maintenance, repair upkeep, and reconstruction of the exteriors of the improvements of the lots; for established reserves; for such other maintenance and repair as set forth in this declaration, including but not limited to exterior building maintenance as follows:

Paint, repair, replace, maintain, and care for roofs, gutters, downspouts, stucco, concrete and exterior building surfaces, including courtyard walls that have not been covered (excluding glass surfaces, exterior light bulbs, doors, gates, screens, and windows, which shall be the owner's responsibility). An owner shall not paint or change the appearance of the exterior of their unit without the prior written approval of the Board of Directors.

The maintenance and repair of the patios (except for exterior walls) are the responsibility of the owner; the painting/staining of the second story decks/balconies are the responsibility of the Association to be scheduled at the direction of the Board of Directors.

Homeowners making unapproved changes are responsible for returning it to its original condition.

2. **Owner Responsibilities.** Unit owners are responsible for the maintenance, repair, and replacement of the improvements and properties located within their unit boundaries which are not specifically the obligation of the Association to maintain, replace, and keep in good repair as determined by the Board in its discretion. The maintenance and repair of the interior of each residence shall be the responsibility of the owner thereof.

Maintenance costs for any owner additions or modifications to the unit are the responsibility of the owner. All owners shall have serviceable screens on all windows and patio doors. Written approval from the Board is required to change the color or style of any entrance, storm, or screen door prior to installation or change. When being replaced, windows must match the existing dimensions and style. The approval of the Board must be obtained prior to any replacements. Anything other than curtains, drapes, shutters, window quilts, blinds, or sun-shades are not permitted as window coverings. All drapes, shades, blinds, and other window coverings shall be neutral when viewed from the outside, unless prior written approval of the Board of Directors is obtained. No awnings or other projections shall be attached to the outside walls of the building and no blinds, shades, or screens shall be attached to, hung, or used in conjunction with any balcony, patio, window, or door of the unit without approval of the Board of Directors.

The maintenance and repair of all appliances, fixtures, floor coverings, broken windows, screens, doors and the interior painting of each residence are the responsibility of the owner. Exceptions will include damage covered by an insurance claim under the Association's policy, but the owner may be responsible for the insurance deductible. The Board has the option to paint the exterior of the garage doors at Association expense in order to provide for uniform coloration of all garage doors.

3. **Exterior Work.** No owner, resident or lessee shall perform unapproved work upon the exterior building walls or upon the common area of any kind. Such work is the responsibility of the Association. Homeowners who wish to install exterior doors or modify the exterior of their unit in any way (to include covering patio areas) must submit drawings of modifications to the Board and get prior written approval from the Board. Any owner choosing to perform work such as painting touch up is doing so at their own risk and the Association assumes no responsibility for expenses, rework, or injury resulting from exterior or common area work voluntarily performed by owners. Owners performing unapproved work voluntarily that does not meet covenant or code requirements will be responsible for compliant rework.
4. **Exterior Modification.** No owner, resident or lessee shall install wiring on the exterior of a building for electrical or telephone installation or for any other purpose, nor shall any machines or air conditioning units be installed outside a unit, including any part of the balcony, nor anything that protrudes through the walls or the roof of the townhouse, except as authorized in writing by the Board. This includes satellite TV systems. Nothing may be placed by owners on the roofs, including but not limited to air conditioning units without approval of the Board.

Owners who already have air conditioning units on their roofs will be responsible to pay for any damage to their roofs. With the Board's permission, air conditioning units may be placed next to the unit, if properly screened from view.

NOTE: Once the Board approves an exterior change (e.g. a patio wall, modification to a patio wall, exterior door modification, cover over a patio area, etc., it is the owner's responsibility to maintain that modification. If the owner fails to maintain the modification resulting in the association incurring maintenance expenses the owner will be responsible for the expenses plus 10% of the total cost.

OTHER RULES AND REGULATIONS:

1. **Loud Noises.** Owners and occupants shall exercise reasonable care to avoid making or permitting loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other units. This includes motorized vehicle engine and sound system noise. Dogs barking for more than a few minutes intermittently will result in one warning, a call to animal control, followed by a fine of up to \$50 per occurrence. Power tools or construction equipment emitting high decibel sound observable outside of one's unit must do so during daylight hours or with neighbor's consent.
2. **Garbage Disposal.** Disposition of garbage and trash shall be only by use of a garbage disposal unit or by use of commercial trash and garbage facilities. All residents will be responsible to ensure that they themselves, families or guests will leave no trash of any kind on any common area. Under no conditions will oil, gas, paints, paint thinners or other chemicals be discarded on the grounds, in gutters or drains. The above wastes shall be placed in appropriate containers and put into trashcans. Trash cans or receptacles should not be left outside for more than 18 hours prior to or 18 hours after scheduled trash pickup.
3. **Townhome Housekeeping.** The Association CC&R's prohibit articles such as rugs, blankets, clothing, etc. from being hung on balconies, walls or railings. All patios and balconies shall always be kept neat and clean.
4. **Garage Doors.** Garage doors will normally be kept closed except when working in that area. Open garages will not be used to dry clothes. Garage door maintenance including seals and uniform track alignment is the owner's responsibility.
5. **Animals.** No animals, livestock, poultry, etc., of any kind shall be housed, raised, or kept on the properties, temporarily or permanently except that commonly accepted domestic household pets may be kept, provided they are not kept or maintained for

any commercial purposes. No feeding of wild birds, pigeons, ducks, or geese is allowed.

- a. Patios/courtyards should not be used as pet litter or pet relief areas. Should an owner choose to allow pets to urinate or defecate within patio or courtyard areas, all solid matter must be removed within 4 hours of occurrence. Urine or other loose matter must be hosed down liberally with a cleaning, odor eliminating agent and water within 4 hours of occurrence. If foul odor or excrement is observed, owner will be given 24 hours to resolve the issue. Upon second offense within any 30 day period, a \$50 fine will be assessed. Notices will be issued in writing to owner's email on file.
 - b. No domestic pet will be permitted except those whose principal abode are inside main residential building. Each unit is permitted a maximum of two dogs. This is a **NO BARK** community. Reference "loud noises" section for further clarification.
 - c. When temporarily outside the main residential building, such a domestic pet shall be under continuous restraint or under complete owner control. Any animal demonstrating aggressive behavior toward other animals or humans could be restricted from common areas. Animals displaying aggression through gates, although fully contained within a courtyard or patio, could be restricted from occupying areas visually or audibly accessible from any common area of the DCV property.
 - d. If the pets use the common areas around the building, owners are responsible for cleaning up their pet droppings.
6. **Vehicles.** The roadways inside the association's complex are private and subject to association rules. The association is not responsible for any damage to or theft from vehicles (owner or guest/visitor) parked in designated guest and visitor areas. No trailer, motor home, camper, commercial/cargo truck, snowmobile or other recreational vehicle shall be regularly parked or stored in or on the common area except for the provisioning thereof - in which case such parking is permitted for a period not to exceed 48 hours.
- a. No vehicle belonging to or under the control of a unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from a building. Except for guests, vehicles may not be parked in driveways or common parking areas overnight. All vehicles shall be parked within designated guest parking spaces, not in roadways, driveways, grass or landscaped areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

- b. At the Board's discretion, based on parking space availability, an owner may request parking permission for no more than one vehicle at any given time. Please notify the Board prior to any event or circumstance that would require more than one vehicle parked in guest parking for more than 24 hours.
 - c. New residents will be allowed to park outside for one month to facilitate unpacking.
 - d. Every unit is allowed one operational, legally compliant vehicle to be parked in the guest parking area, based on space availability. These standing allowances are not transferrable among or between units. For additional vehicle parking in extenuating circumstances, if requested in writing and approved by the Board, permits cost \$50 per month and are limited to three consecutive months within any rolling 12-month period. Owners in violation of the parking policy will be invoiced a fine in accordance with the enforcement procedures herein.
 - e. Parking is not permitted along the roadways. In the event overflow parking is required for an event or multiple guests, owners should inform the board of the date/time overflow parking will be required. At the discretion of the Board of Directors, any vehicle parked in the traffic ways will be towed at the owner's expense. The entire roadway in front of 14480 is a designated fire lane.
 - f. Vehicle speeds (including residents, guests, vendors and contractors) shall not exceed 15 mph.
 - g. Driving on grass and sidewalks is prohibited.
 - h. No mechanical work whatsoever will be performed on vehicles in the common areas without Board of Directors approval. Mechanical work being performed in garage areas must be compliant with noise and noxious material restrictions referenced herein. Fines may be imposed according to the Rules and Regulations Enforcement Procedures herein.
 - i. **Car Washing.** Cars should normally be taken to commercial facilities for washing. If washed in the local areas, only clear water or non-polluting cleaning agents should be used.
7. **Security Lights.** Outside lights and bulbs are the responsibility of the individual owners. Colored light bulbs are not permitted. The Association has responsibility to repair or replace as necessary common area light fixtures and electronic sensors.

8. **Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Marijuana and tobacco smoking is not permitted in the common areas or areas where the odor can be observed from the common areas, other owner's exterior space, or inside of another owner's unit.
9. **Leases.** We strongly encourage leased units to be registered with the Board to prevent communication issues between owners and the Board. All leases shall be required to be in writing for a period of not less than 6 months. No townhome unit shall be occupied for rented for time sharing, transient or hotel purposes. No owner shall lease less than the entire townhome unit. No more than one family shall lease or rent a townhome unit.
 - a. Owner is responsible for the violation of any CCR by a tenant or other delegate. In the event of any violation, the Enforcement Procedures herein will be followed.
10. **Tricycles, Scooters, Skate Boarding & Roller Blading.** The riding of tricycles and scooters on the streets is discouraged for safety purposes due to vehicular traffic. Skateboarding and roller blading are prohibited in the streets, sidewalks and any other Common Area.
11. **Planting Trees, Shrub and Flowers.** No homeowner may plant trees, flowers or shrubs in the common areas without the express approval of the Board of Directors.
12. **Reserve Studies Policy.** The DCVHOA will have a reserve policy. Such policy will include a plan addressing all portions of capital improvements and requirements of items required to be maintained, repaired, replaced, and improved by the HOA.
13. **Association Records.** Records as required by CCIOA as amended will be maintained and available. HOA dues status reports or other documents, to include HOA dues status, requested and allowed to be provided to other than townhome owners will be provided at a cost of up to \$150.00 per document. Any legal fees associated with the document preparation will be billed to the owner or owner's requesting agent at the actual cost.

RULES & REGULATIONS CHANGES: The Donala Club Villas Homeowners Association Board of Directors reserves the power to establish, make or change the Rules and Regulations as may be necessary.

ENFORCEMENT PROCEDURES: Violations of the Rules and Regulations: Anyone observing a violation should notify the Board of Directors. For proper documentation, such notification should be provided in writing and include the name and unit number

of the person(s) in violation (if known) and the date, time, and location of the violation. Be sure to include your own name, address and phone number. Reports will be handled confidentially (within reason or unless disclosure is legally required), but the information must be supplied to validate any necessary legal actions. As empowered by Article VII of the Bylaws, the Board of Directors will enforce the Rules and Regulations with the following procedure:

1. **First Notice:** Notice of violation(s) will be provided in writing to the owner sent to the email address on file. (in the case of a rental unit, a notice will be sent to the resident and the owner or authorized representative).
2. **Second Notice:** Failure to correct the violation in the allotted time will then result in a second notice being sent via certified mail to the owner (in the case of a rental unit, the notice will be sent to the resident and the owner or authorized representative) offering the owner an opportunity for a hearing before the Board at the next scheduled board meeting. All certified mail fees will be charged back to the owner.
3. **Hearing:** Should the owner fail to comply or respond to the certified mail notification a hearing will be scheduled, any legal or statutory rule of evidence and procedure shall not apply to the hearing, and the Board may restrict testimony or proceed in any manner or order, which it deems appropriate in its discretion. The Board may proceed with the hearing even if the violator fails to appear or refuses to participate. The Board may modify its procedures for unique circumstances, and any modification or non-compliance with these Rules shall not invalidate or impair any fine or other enforcement.
4. **Fines:** See CCIOA as amended by Colorado House Bill 1135 (2008).
 - a. The Board may impose a maximum fine of \$500.00 per violation and revoke the voting rights and Common Area privileges of the violator. Each incident or each day of a continuing violation shall be considered a separate violation for which the maximum fine may be imposed.
 - b. Fines will be due and payable within thirty (30) days following the date of the Imposed fine.
 - c. Fines will be delinquent the day after the thirty (30) day period. (See item 4b above) A delinquent fine will result in a lien being filed on the unit for nonpayment and accrual of 15% late fees for each 30 days of delinquency as well as legal fees.
 - d. Payment of an assessed fine does not relieve the violator from the responsibility of correcting the violation(s). The violator shall pay any attorney's fees, costs and

expenses incurred by the Association in connection with remedying the violation(s).

5. Agent/Tenant Responsibility: Owners shall be responsible for violations committed by their guests, contractors, family members, agents or tenants. The Board may proceed against the owner and/or other person.

ASSESSMENTS:

1. The board may levy assessments as circumstances warrant. An assessment payment schedule will be provided to the membership, in writing, within 30 days after the board meeting approving the assessment.
 - a. Assessment installments are due upon the date(s) agreed and become delinquent if not received or postmarked 10 days after the installment due date.
 - b. A late charge of 5% of the Assessment installment amount will be assessed if the assessment installment is late.
 - c. Assessment installments that are delinquent 30 days or more after the date of the final installment shall subject the unit to a lien and associated costs per Article XII of the By Laws.

SIDE GARDEN POLICY:

- **Background.** A number of units in the complex, especially end units, have side gardens originally approved by the Board of Directors under the condition that the unit owners maintain those side gardens.
- **Definition.** Side Garden: Is any area(s) in front of, behind or on the side of a unit, excluding the inside of patio areas, that contain homeowner planted trees, shrubs, flowers and ground cover that is not maintained by the association under the common area maintenance and watering program.
 - a. At the point of purchase, the legal owner of record assumes responsibility for the care and maintenance of the side garden.
 - b. Should the new owner choose not to assume such responsibility then the owner of record will be responsible for the cost of restoring the side garden to a look consistent with the "common area." Buying/selling owners should negotiate this

prior to closing, as the Board will hold the owner of record at the time of offense responsible for care and maintenance.

- c. If any side garden is not maintained, the association will obtain at least two quotes for any such restoration, complete the restoration, and the amount of the lowest quote will be billed to the property owner.

ACTIONS REQUIRING BOARD APPROVAL

1. Painting or changing the exterior appearance of one's town home.
2. Changing the landscaping in any designated common area such as planting of shrubs, bushes, flowers, etc. in common areas
3. Enclosure of any balcony, porch, or patio.
4. Using a designated portion of one's lot as a home business with retail traffic.
5. Installation of ornamental post lights or change of exterior light fixtures
6. Installation of any air conditioning unit
7. Installation of or replacement of windows, window screens, doors and storm or screen doors that are visible from any exterior common area.
8. Installation of antennas or satellite dishes on or visible from any common area, or exterior building surfaces, i.e. roofs, stucco, landscaped areas) All installations shall be attached to wood surfaces only, and not stucco surfaces. Satellite dishes may be mounted on approved masts, as an alternative.
9. Any exterior improvements, modifications, or additions that change the construct, integrity or appearance of the unit as viewable from a common area or that could affect the structural integrity or require any maintenance.

Donala Club Villa Townhomes Board of Directors