

VILLAGE II CONDOMINIUMS OWNERS INC.

MEMORANDUM

The following document "Village II Fines Schedule" defines the fines that have been adopted by the Board and the CC&R's related to those fines as per sections

1.1.27. "Rules and Regulations" means such rules and regulations as are promulgated by the Board from time to time with respect to various details of the use of all or any portion of the Property, which either supplement or elaborate upon the provisions in the Declaration or the Bylaws.

9.2. Adoption of Rules and Regulations. The Board is empowered, on behalf of the Owners and the Association, to adopt, amend and revoke detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the property. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other persons claiming any interest in any Unit. The Architectural Committee shall require conformity with the guidelines and rules and regulations.

The CC&R's listed are not intended to be all inclusive and may change given future modifications to the Village II CC&R's.

The fines listed are effective as December 1, 2011.

Village II CC&R Fines Schedule

The Village II CC&R Fines Schedule is written in accordance with the Village Declaration and Bylaws as defined below. It defines and clarifies the sections and fines relative to violations of the CC&R's.

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Definitions:

1. **Offense** - Violation pertaining to a section(s) of the CC&R. Examples, not all inclusive, are Section 4.1 Residential Use, Section 4.3 Signs, etc.
2. **Ongoing** - Violations of an ongoing nature - Examples, not all inclusive, are unapproved construction, modifications and unapproved landscaping. These are violations that would take an appropriate time, days and/or weeks, to correct. Please refer to the notification process defined in section 18.5.

Fine Schedule: 1st violation: \$100/week until offense is corrected
 2nd violation, same CC&R section: \$250/week until offense is corrected
 3rd & succeeding violations, same CC&R section: \$500/week until offense is corrected

3. **Instant** - Violations of an instant nature - Examples, not all inclusive, are parking, signs, trash, offensive activity, non-operating vehicles (4.2, 4.3, 4.4, 4.5, 4.6). These are violations that can be corrected when notified. Cars can be moved from no parking areas, signs removed, trash receptacles stored appropriately, offensive activity ceased, and non-operating vehicles stored in the appropriate storage area. Please refer to the notification process defined in section 11.9.

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 2nd violation, same CC&R section: \$250/day until offense is corrected
 3rd & succeeding violations, same CC&R section: \$500/day until offense is corrected

CC&R Sections	Violation Type
<p>4. PERMITTED USE: MAINTENANCE OF UNITS: CONVEYANCES</p> <p>4.1. Residential Use. The Buildings and Units are intended for and restricted to residential use and home office only. The residential use shall be on an ownership, rental or lease basis and for social, recreational or other reasonable activities normally incident to such use, and for the purposes of operating the Association and managing the project, including all amenities of the project. Home offices shall be allowed only in accordance with the requirements of the relevant local ordinance. In addition to the foregoing, Declarant may use Units it owns as sales offices and models.</p>	Ongoing
<p>4.2. Exterior Appearance. In order to preserve a uniform exterior appearance of the buildings, the Board shall provide regulations to control the painting or staining of the buildings and prescribe the type and color of paint or stain. No Owner may modify or decorate the exterior of the buildings or screens, doors, awnings or other portions of any Unit visible from outside the Unit without the prior written approval of the Board or in accordance with rules or regulations of the Board. No exterior radio or television antennae may be installed without prior written approval. No clotheslines shall be visible from the Street and all trash containers shall be architecturally screened except on the day of pickup. Windows shall be covered by drapes, shades or shutters and shall not be painted or covered with foil, cardboard or similar material.</p>	Ongoing or Instant
<p>4.3. Signs. No sign of any kind shall be displayed to the public view on/or from any Unit in the subdivision without the prior consent of the Board; however, display of "For Sale" signs not exceeding three feet (3') by three feet (3') in size shall be allowed when a Unit is being sold. This section shall not apply to Declarant.</p>	Instant

Village II CC&R Fines Schedule

CC&R Sections	Violation Type
<p>4.4. Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done that may be or become an annoyance or nuisance to other owners, including, but not limited to, the operation of off road vehicles, maintaining farm animals, barking dogs, production of offensive odors, excessive or late night noise. Repair of vehicles shall be accomplished inside Owners garage or in the recreational vehicle storage area.</p>	Instant
<p>4.5. Parking. No resident, on-street parking shall be allowed in the project. All guest vehicles shall be parked in driveways or on one side of streets consistent with signs.</p>	Instant
<p>4.6. Recreation or Nonoperating Vehicle Parking. All recreational vehicles and nonoperating vehicles including, without limitation, automobiles being restored, automobiles in need of mechanical assistance, off road vehicles, motor homes, boats, campers, camper shells and extra vehicles being parked for longer than 48 hours, shall only be parked in the area designated for recreation vehicle fee storage, in Owners garage, or in an area designated by the Board.</p>	Instant
<p>4.7. Fencing. Only wood or mortar fences shall be used on the property except security fence around certain areas may be chain link as approved by the Board. No alterations or modifications are permitted to fences by residents without approval of the Board or Architectural Committee.</p>	Ongoing
<p>4.8. Drainage. The drainage system of the property is a combination of natural and artificial patterns. Declarant has engineered the system to protect the environment and to assure consistency with City regulation. Each owner shall protect the drainage pattern and shall not take any action to disrupt the drainage pattern without approval of the Board or Architectural Committee.</p>	Ongoing
<p>4.9. Completion of Improvements. Owner's or Owner's tenant improvements to Units including, but not limited to, additions to Units, temporary buildings and landscaping shall be completed within ninety (90) days of commencement of the project except where delayed by weather. For example, should the Owner choose to complete his front yard landscaping, the work is to be completed within the time outlined above. Also, the Owner is responsible to maintain a clean and unobstructed sidewalk (where applicable) in front of his Unit and the Owner is responsible to repair any damage to walks or curbs as a result of these activities.</p>	Ongoing
<p>4.10. Maintenance Responsibilities. The Units shall be maintained and repaired by each Unit Owner and the Common Areas shall be maintained by the Association in accordance with the provisions of Exhibit "E" (the maintenance chart) attached, hereto, and the Bylaws. All reasonable expenses associated with the maintenance, repair and replacement of a Limited Common Area, may be assessed against the Unit to which such Limited Common Area was assigned at the time of purchase at the discretion of the Board.</p>	Ongoing
<p>9. ARCHITECTURAL CONTROL.</p>	
<p>9.1. Authority for Architectural Control. No building, fence, wall or other structure shall be commenced, erected, moved onto or maintained upon the Property, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the age, style, kind, color, height, materials and location of the same have been submitted to and approved, in writing, by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.</p>	Ongoing