

**LEDGEWOOD CONDOMINIUM OWNERS ASSOCIATION
RULES AND PROCEDURES
(Including amendments through August 1, 1990)**

DUE PROCESS PROCEDURES

Section 1. **ACTIONS PRIOR TO INITIATION OF FORMAL PROCESS.** Any Member or agent of the Association has the authority to request that a Member or resident cease or correct any act or omission, which appears to be in violation of the Condominium Documents. Such informal requests must be made before the final process is initiated.

Section 2. **WRITTEN COMPLAINT.** If the actions described in Section 1 prove unsuccessful, the formal process shall be initiated upon the filing of a Written Complaint by any resident or by any officer or member of the Board with the Secretary. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Condominium Documents which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts. The written Complaint must contain as many specifics as are available as to time, date, location, persons involved, etc., so that the Complaint may be investigated by the Board.

Section 3. **SERVICE OF COMPLAINT.** Upon filing of the Complaint, the Secretary or any other officer shall serve a copy of the Complaint upon the member or resident complained against (the "Respondent") by any of the following means: (1) personal delivery, (2) by registered or certified mail, return receipt requested addressed to Respondent at the address appearing on the books of the Association, or (3) by leaving a copy of the complaint at the last known address of the Respondent if service by the above-mentioned means has been unsuccessful after reasonable diligence. Service by mailing shall be deemed delivered and effective two (2) days after mailing in a regular depository of the United States mail. The Complaint may be accompanied with a "Notice of Violation" which, if the violation alleged in the Complaint is a continuing violation, shall provide an opportunity to cure such violation within such reasonable time as set forth by the Board in the Notice of Violation, but in no event less than ten (10) days from the date of service of the Complaint. The Notice of Violation shall state the fine or other action, if any, to be taken by the Board in the event that the Respondent does not wish to challenge the allegations in the Complaint. The Complaint shall also be accompanied with a postcard or other written form entitled "Notice of Defense and Request for Hearing".

Section 4. **NOTICE OF DEFENSE AND REQUEST FOR HEARING.** The Notice of Defense and Request for Hearing, to be completed and returned to the Secretary at the office of the Association, shall provide an opportunity for the Respondent to request a hearing before the Board to address the charges in the Complaint. The Notice of Defense and Request for Hearing shall also require the Respondent to state any objections the Respondent has to the Complaint whether such objections are factual objections, procedural objections or any other objection directly relating to the matters set forth in the Complaint. In the event that the Respondent does not request a hearing or give notice of a defense or cure the violation, if

applicable, the fines and/or other action set forth in the Notice of violation shall be assessed or taken without further notice.

Section 5. **HEARING DATE.** In the event that the Respondent requests a hearing, the Board shall notify the Respondent of a hearing date to be held at the next meeting of the Board of Directors within two (2) weeks after receipt by the Board of the Notice of Defense and Request for Hearing.

Section 6. **CONSTRAINTS ON THE BOARD.** It shall be incumbent upon each member of the Board to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the case before the Board. Any member incapable of objective consideration of the case shall disclose such to the Board and remove himself from the proceedings, and have it so recorded in the minutes. In any event, the Respondent may challenge any member of the Board for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge. If a majority of the Board sustains the challenge, the President may appoint another owner to replace the challenged member of the Board. All decisions of the Board in this regard shall be final.

Section 7. **HEARING.**

(a) Whenever the Board has commenced to hear the matter and a member of the Board is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the President may replace the withdrawing member.

(b) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if Respondent does not testify in his own behalf he may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall not be sufficient in itself to support a finding.

(d) Neither the accusing party nor the allegedly defaulting party must be in attendance at the hearing. At the request of any principal, the hearing shall be conducted in executive session.

(e) At the beginning of the hearing a member of the Board shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the Complainant. Then each party is entitled to produce evidence, witnesses, and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the right to exercise any part of this process, and the Board is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted.

Section 8. **DECISION.** After all testimony and documentary evidence has been presented to the Board, those Board members present during the hearing shall vote upon the matter, with a majority of the entire Board controlling. The Board shall make its determination only in accordance with this resolution. The decision may be made at the conclusion of the hearing or may be postponed to no later than ten (10) days hence. The Board will prepare

written findings of fact. A copy of the findings and recommendations of the Board, if any, shall be served by an officer designated by the Board on each party in the matter and his attorney, if any.

Section 9. **FURTHER ACTION.** Any individual Member must exhaust all available remedies of the Association prescribed by this resolution before that Member may resort to a court of law for relief with respect to any alleged violation by another Member of any provision of the Condominium Documents. The foregoing limitation pertaining to exhausting administrative remedies shall not necessarily apply to the Board or to any Member where the Complaint alleges non-payment of assessments.

THE ANNUAL BUDGET

1. The officers are hereby authorized to implement the budget and may re-allocate amounts among the various line items within each budget category, provided the Board is notified.

2. The officers may authorize expenditures which result in an increase in the amount budgeted, provided such increase is not greater than twenty (20%) percent.

3. Proposed increases in expenditures from the amount budgeted for a category greater than twenty (20%) percent but less than three thousand dollars (\$3,000.00) shall require Board approval.

4. Proposed increases in expenditures from the amount budgeted for a category greater than three thousand dollars (\$3,000.00) shall require amendment of this Resolution.

ASSESSMENT BILLING PROCEDURES

1. ~~The annual assessment shall be payable in monthly installments, and due and payable on the first day of the applicable month.~~

2. All documents, correspondence, and notices relating to the charges shall be mailed to the address, which appears on the books of the Association, or as modified in writing, by a unit owner.

3. Non-receipt of a bill shall in no way relieve the owner of the obligation to pay the amount due by the due date.

DELINQUENT ASSESSMENTS

1. Any assessment payment not received by the due date shall be termed delinquent.

2. Thirty (30) days after the due date, the name of the delinquent owner may be entered in the minutes of the monthly Directors Meeting. This shall constitute a written notification of any assessment that is in arrears. In addition or in place of this notice in the minutes, a notice of delinquency may be mailed to the owner, which notice shall include the amount of the delinquent payment, interest charge at the rate of eighteen percent (18%) per annum and the total amount remaining unpaid.

3. If payment, including any additional charges, is not received within thirty (30) days after the due date, the Board may notify the mortgagee of the delinquency.

4. If within fifteen (15) days of the mailing or publishing of either notification, the account still remains delinquent, a list of the property (ies) in question and the name (s) of the

owner (s) shall be turned over to the counsel for the Association to take the actions specified in the Condominium Documents, as decided by the Board upon Special Resolution.

5. At the same time as the delinquent account is turned over to counsel, the right of the delinquent owner to use recreational facilities and to serve on any committee established by the Board shall be suspended until such delinquent assessments have been paid unless relief is granted by Special Resolution of the Board.

PET POLICIES

1. Subject to the limitations below, generally recognized house pets, in reasonable number and size, may be kept and maintained in a living unit, provided such pets are not kept or maintained for commercial purposes.

2. Except when inside a unit, an animal must be carried or on a leash and attended by a responsible person.

3. No animal may be leashed to any stationary object on the common areas.

4. No animal is permitted in or on any community facilities.

5. Pet owners are responsible for any property damage, injury and disturbances their pet may cause or inflict.

6. Every female dog while in heat shall be kept confined in a building or secure enclosure by its owner in such a manner that she will not be in contact with another dog (except for intentional noncommercial breeding purposes) nor create a nuisance by attracting other animals.

7. No dog shall be permitted to bark, howl, or make other loud noises for such a time as disturbs neighbors rest or peaceful enjoyment of their unit or the common elements.

8. Owners are responsible for the removal of wastes of their animal from the common areas.

9. Property owners who lease their property must obtain from the lessee a written agreement to abide by these rules and submit a copy of such agreement to the Board.

10. Penalties for violation of the local ordinances may be enforced by the locality without regard to any remedies pursued by the ASSOCIATION.

RULES FOR USE OF SWIMMING POOL AND SWIMMING POOL AREA

1. Association furniture shall not be removed from said area.

2. Radios, television sets, tape-recording or playing devices are strictly forbidden in the pool area.

3. Users of the pool area are responsible for the removal of all articles brought thereto by them, including but not limited to towels, books, and magazines, at the time they leave said area.

4. Swimming shall be permitted only between the hours of 9:00 AM and 8:00 PM and such other hours as may be specifically approved by the Board of Directors.

5. No running, pushing, or scuffling shall be permitted in the pool area.

6. There shall be no splashing of water other than that accompanying normal swimming.

7. Voices shall be kept at normal conversational levels.

8. No life rafts, toys, or other objects shall be permitted in the pool.

9. No person having any skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall use the pool.

10. Any bobby pins, hairpins, and other such materials shall be removed before entering the pool.

11. No resident under the age of sixteen shall be permitted to entertain guests in the pool or poolside area unless their guests are under the poolside supervision of a parent or resident-guardian of the minor occupant.

12. Pets, glass containers of any kind and food are not allowed in the pool area.

13. The pool is for the exclusive use of all residents and their guests, and the residents are responsible for the conduct of their guests. All daytime guests must be accompanied by a resident. Overnight guests do not have to be accompanied by a resident but should introduce themselves to others at pool and sign in to assist Pool Committee in identification.

14. All persons shall comply with the requests of the Officers of the Association respecting matters of personal conduct in and about the pool, and recreation areas.

15. No person under the age of fourteen (14) shall use the pool or pool area except when under the supervision of a responsible adult.

16. No more than 4 guests of any one unit owner shall be permitted in the pool or pool area at any one time.

RULES FOR USE OF THE COMMON AREA

1. All plants, topsoil or humus are to be left undisturbed; cutting or digging up of plants or trees is not allowed.

2. Feeding of birds is encouraged; hunting is not allowed. Neither firearms nor airguns are to be discharged or carried into the property.

3. The common area should be kept clean; littering is costly.

4. Private property bordering on the common areas should be respected. Allowing children and pets to stray onto these properties without the permission of the owners constitutes a trespass.

5. No motorized vehicles of any kind, except authorized maintenance vehicles, are permitted in the common area or on pathways.

6. Gas, electric and covered charcoal grills are permitted when used appropriately.

7. Woodpiles are acceptable as long as they meet the following standards to be monitored by the Architectural and Grounds Committee:

a. Location: Must be placed in an unobtrusive location to minimize the visibility to other owners.

b. Size: Limited to about one cord (4' x 8' x 4').

c. Arrangement: Must be neatly stacked at least one foot away from any structure to limit carpenter ant problems.

d. Covering: Okay if none. Any covering shall be of clear plastic and be for the top of the pile only.

8. The responsibility for sanding individual sidewalks lies with the unit owners.

9. Trash should not be put out until the morning of pickup, and trash and garbage containers shall not remain conspicuous except on that day.

10. A Unit Owner may display a "For Sale" sign on or in front or back of the Unit. The sign and supporting frame shall not exceed 6 square feet in size, and must be neatly

displayed. In addition, "Open House" signs may be displayed at the end of the respective court on a periodic basis.

11. Any oil and gas leak damage to the pavement from vehicles owned by the Unit Owner or guests of the Unit Owner shall be the financial responsibility of the Unit Owner.

RENTAL OF PROPERTY

1. Any Unit Owner(s) renting a unit is required to include the following provisions in the lease:

- a. The premises shall only be used as a single-family residence. The maximum number of occupants, other than for short visits to accommodate guests, shall be 4 in the case of a Townhouse or Colonial Unit and 3 in the case of a Cape Unit.
- b. The Lessee(s) agrees to abide by Ledgewood Owners Association's Declaration, Bylaws and Rules & Procedures. A copy of these documents shall be provided to the Lessee(s) prior to execution of this lease.
- c. The description of the parking space available to the Unit is as follows:

- d. It is agreed that, out of consideration of others, any loud noises (e.g. parties, music, etc.) that generate complaints shall be sufficient cause for termination of this lease.
- e. The final lease form must be approved by the President or Vice President of the Association.

ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES

I. APPLICATION PROCEDURES

A. General Procedures for Any Addition or Change:

1. Each unit owner will submit his proposal for an exterior addition, alteration or improvement to the Architectural and Grounds Committee in writing, using such forms as may be prescribed by that Committee. The proposal will contain a description of the project, including the height, width, length, size, shape, color, materials, and location of the proposed improvement. Photographs or sketches of similar completed projects will aid in the consideration. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included. The proposal should include a letter describing the proposed addition or alterations.
2. Oral requests will not be considered.
3. Each alteration must be specifically approved even though the intended alteration or improvement conforms to the Declaration, and even when a similar or substantially identical alteration or addition has been previously approved.
4. The applicant shall be informed in writing of the decision.
5. If a proposal is rejected, the reason(s) for disapproval shall be stated as part of the written decision.
6. The applicant is free to request reconsiderations, if new or additional information which might clarify the request or demonstrate its acceptability can be provided.

7. Copies of all requests for review will be filed according to unit number, along with the written decision and a statement of action taken, if any. There will be a cross-index which groups cases into types, for future reference. This index shall be made available, upon request, to any resident considering an alteration or improvement to his property.

II. ARCHITECTURAL GUIDELINES

A. Building Alterations and Additions and Detached Structures:

1. General:

Any exterior addition or alteration to an existing building shall be compatible with the design character of the original building. Any new detached structure shall be compatible with the parent structure.

2. Awnings, fences and screens are not permitted.

3. Materials and Color:

a. Only the exterior materials existing on the parent structure or compatible with the architectural design character of the community will be approved.

b. In general, only those areas that are painted may be repainted; only those areas that are stained may be restained; unpainted surfaces and unstained area shall remain unpainted and unstained.

C. Landscaping and Planting:

1. Landscaping work and planting in general does require the approval of the Architectural and Grounds Committee.

2. Trees, hedges and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed.

D. Exterior Antennas:

1. No television antennas may be erected without prior approval of the Architectural and Grounds Committee.

E. Play Equipment:

1. Temporary children's play equipment shall not require the approval of the Architectural and Grounds Committee provided that such equipment is located in the rear yard, is not more than three feet high and is in good repair (including painting). Play equipment higher than three feet shall require approval as to design, location, color, materials and use. Owners have the full responsibility for the safe operation of play equipment.

F. Air Conditioners:

1. Window air conditioners do not require the approval of the Architectural and Grounds Committee.

2. All air conditioners which involve any change in or modification of the exterior walls of a unit, or which require any external installation shall not be allowed.

G. Heating Systems:

1. All Cape and Colonial Units may install a Monitor heating system with the fuel tank placed in the adjoining garage with the fill and vent pipes in the front by the garage door. All Colonial Units with adequate space for the tank under the deck may also install the system with the conditions that the tank be painted the

same color as the building unit and that camouflage landscaping will be planted and maintained by the Unit Owner as long as the tank is there.

2. All Townhouse Units may install a Monitor heating system with the fuel tank located within the Unit with the fill and vent pipes on the front of the unit, or, if there is adequate space, under the deck, with the same painting and landscaping conditions as in # 1 above. In a few Townhouse situations where sight from other units is minimal because of a recessed corner the tanks could be placed outside the units, but only with the written approval of the abutting owner. To permit easy painting and repair of the building no tank shall be placed closer than 18" from the building. And again the painting and landscaping conditions would apply. Whether under the deck or in a corner there must be assurance that the tank can be filled without pulling a hose across common area that is adjacent to another unit.

3. An individual plan of installation must be approved by the Architectural and Grounds Committee and forwarded on to the Board of Directors for the final approval before the installation is started. Items to be considered prior to approval and on inspection after completion include:

- a. Visual exposure of installed components to neighboring units.
- b. Access to fill pipe.
- c. Exposure of adjacent units to exhaust gases.
- d. Special site circumstances which might require special modes of installation.

4. The maintenance of painting and landscaping conditions will continue to be the responsibility of the Unit Owner as long as the tank is installed.

H. Miscellaneous:

1. Exterior lighting shall not be directed in such a manner s to create an annoyance to the neighbors.

I. Local Building and Work Permits:

1. Approval of any project by the Association does not waive the necessity of obtaining the required local permits.
2. Obtaining a local permit does not waive the need for Association approval.
3. The Association will not knowingly approve a project, which is in violation of the local building or zoning codes.

J. Completion of Structures:

1. Construction in accordance with an approval plan or specification must be commenced within six months after such approval, and completed within twelve months after date of commencement. If not commenced within this time period, then the approval will be considered null and void and a new application must be made. Construction must be completed as approved; any deviation will be considered a violation.

III. PROCEDURES FOR MONITORING ARCHITECTURAL COMPLIANCE

A. Inspection:

1. The Architectural and Grounds Committee shall periodically survey the properties for compliance with architectural standards.

2. The Committee shall inspect properties undergoing improvement at completion, notify the owner in writing of violations, if any, and, when satisfied that the conditions set forth in the approved application have been met, issue a certificate of compliance.

B. Alleged Violations:

1. All reports of alleged violations must be submitted in writing to the Architectural and Grounds Committee.

2. The chairman will appoint one member to investigate the allegation. If no violation is discovered, the complainant will be informed in writing. If it appears that there is a violation, the matter will be turned over to the Board accompanied by a report and recommendations.

3. The Board will determine the appropriate disposition of the matter after the validity of the violation has been established and initiate the formal complaint process if such is indicated.

4. In all cases, the name of the unit owner(s) responsible for the alleged violations shall be kept confidential until the violation has been established.

5. In all cases, the name of the complainant shall be kept confidential.

LEDGEWOOD ASSOCIATION
(IMPORTANT REGULATIONS TO BE OBSERVED BY OWNERS AND TENANTS)

(These are selected from the more detailed and comprehensive rules and regulations contained in the Declaration, Bylaws and Rules issued to all owners. All owners and tenants are urged to review these carefully to avoid inadvertent violations.)

1. Each residential unit will be used as a single family residence only. No more than two automobiles per unit are to be kept in the designated areas unless a third is approved by the Board of Directors. A special restriction applies as to the maximum number of residents in a unit. (For more detail see Declaration, Section 9.1).
2. Unit owners may not erect fences, signs, TV antennas, clotheslines, or other structures, plant or remove trees or shrubs, store trailers, boats, recreational vehicles or unregistered motor vehicles outdoors, materially alter the external appearance of the buildings or grounds including limited common areas except as otherwise permitted. Garage doors may not be left open for extended periods of time. (for more detail see Declaration, Section 9.10). Owners should not use railings or outside furniture for drying clothes.
3. Pets are not allowed outside their units except on a leash attended by a responsible person. (Declaration, Section 9.11) Other policies dealing with pet noises, removal of their wastes, etc. are outlined under Pet Policies following the Bylaws.
4. For understanding of the obligations with respect to the Common Area, owners are urged to review the Rules for Use of the Common Area which follow the Bylaws.
5. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. (Board vote).

5/3/93